

TAB 5

DECLARATION OF JEFFREY A. BARTOS

1. I am an adult resident of the Commonwealth of Virginia, and I make this Declaration based on personal knowledge.

2. I am a principle in the law firm of Guerrieri, Bartos & Roma, PC, based in Washington, D.C., and counsel in this litigation for Association of Professional Flight Attendants (“APFA”), Julie Hedrick and Erik Harris (collectively “APFA Defendants”).

3. Attached as Exhibit A is a true and correct copy of Plaintiff Robert (Bob) Ross’ Response and Objections to APFA Defendants’ First Set of Interrogatories to Robert Ross

4. Attached as Exhibit B is a true and correct copy of Plaintiff Eugenio Vargas’ Response and Objections to APFA Defendants’ First Set of Interrogatories to Eugenio Vargas.

5. Attached as Exhibit C is a true and correct copy of relevant excerpts from Mr. Ross’ deposition conducted in this matter.

6. Attached as Exhibit D is a true and correct copy of relevant excerpts from Mr. Vargas’ deposition conducted in this matter.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 24th day of April 2024.



**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

ROBERT (BOB) ROSS,

Plaintiff/Counterclaim
Defendant,

V.

ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS, *et al.*,

Defendants/Counterclaim
Plaintiff.

§ § § § § § § § § §

Civil Action No. 4:22-cv-343-Y

Judge Terry R. Means

PLAINTIFF’S RESPONSES AND OBJECTIONS TO APFA
DEFENDANTS’ FIRST SET OF INTERROGATORIES

1. Do you contend that Julie Hedrick made defamatory statements about you?

RESPONSE: Plaintiff objects to this interrogatory because it calls for the plaintiff to make a legal conclusion. Plaintiff further objects to this interrogatory as vague, ambiguous, argumentative, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

2. If your answer to the forgoing question is “yes,” for each statement by Julie Hedrick which you contend was defamatory about you,

RESPONSE: Plaintiff objects to this interrogatory because it calls for the plaintiff to make a legal conclusion. Plaintiff further objects to this interrogatory as vague, ambiguous, argumentative, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

- a. Quote the exact language of the statement.
- b. State when and to whom the statement was made.
- c. Identify all documents in which the statement was made.

3. Do you contend that Erik Harris made defamatory statements about you?

RESPONSE: Plaintiff objects to this interrogatory because it calls for the plaintiff to make a legal conclusion. Plaintiff further objects to this interrogatory as vague, ambiguous, argumentative, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

4. If your answer to the forgoing question is “yes,” for each statement by Erik Harris which you contend was defamatory about you,

RESPONSE: Plaintiff objects to this interrogatory because it calls for the plaintiff to make a legal conclusion. Plaintiff further objects to this interrogatory as vague, ambiguous, argumentative, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

- a. Quote the exact language of the statement.
- b. State when and to whom the statement was made.
- c. Identify all documents in which the statement was made.

5. Do you contend that APFA made defamatory statements about you?

RESPONSE: Plaintiff objects to this interrogatory because it calls for the plaintiff to make a legal conclusion. Plaintiff further objects to this interrogatory as vague, ambiguous, argumentative, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

6. If your answer to the forgoing question is “yes,” for each statement by APFA which you contend was defamatory about you,

RESPONSE: Plaintiff objects to this interrogatory because it calls for the plaintiff to make a legal conclusion. Plaintiff further objects to this interrogatory as vague, ambiguous, argumentative, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

- a. Quote the exact language of the statement.
- b. Identify which person made the statement.
- c. State when and to whom the statement was made.
- d. Identify all documents in which the statement was made.

7. For every medical professional who provided you with any diagnosis or treatment which you contend was related in any way to the actions of any of the APFA Defendants that are

the subject of this litigation, provide the following:

RESPONSE: Plaintiff objects to this interrogatory because this interrogatory seeks HIPAA protected medically-privileged doctor patient confidential information. Furthermore, Plaintiff objects to this interrogatory as it is vague, ambiguous unduly burdensome and irrelevant. Finally Plaintiff objects to this request as it improperly seeks information protected by personal rights to privacy.

- a. The name, title, address and phone number of the medical professional.
- b. The dates of all appointments or treatments.
- c. All diagnoses made and treatments provided or recommended.
- d. A list of all medications prescribed or recommended to you.

8. State all facts that support Plaintiff's allegation that "APFA's Disciplinary Procedures were used to victimize any union member outspoken against a merger between AFA and APFA" as alleged in Paragraphs 2 and 12 of your First Amended Complaint in this action.

RESPONSE: Plaintiff objects to this interrogatory because it seeks information in the possession of, known to, or otherwise equally available to the plaintiff. Plaintiff further objects to this request as it is oppressive and unduly burdensome. Plaintiff objects to this request as the information requested is equally available to Defendant. Plaintiff objects to this request as Plaintiff already has any responsive information in its possession.

9. State with specificity the due process violations that you allege occurred in connection with your Article VII proceedings as alleged in Paragraph 30 of your First Amended Complaint in this action.

RESPONSE: Plaintiff objects to this interrogatory because it seeks information in the possession of, known to, or otherwise equally available to the plaintiff. Plaintiff further objects to this request as it is oppressive and unduly burdensome. Plaintiff objects to this request as the information requested is equally available to Defendant. Plaintiff objects to this request as Plaintiff already has any responsive information in its possession.

10. State with specificity Ross's "public announcements, beginning the day he took office on April 1, 2016, against a proposed merger of the two unions: AFA and APFA" as alleged in Paragraph 40 of your First Amended Complaint in this action. For each such announcement,

- a. Quote the exact language of the statement.

- b. State when and to whom the statement was made. The statement was made in my inaugural speech on April 1, 2016, and to individuals thereafter.
- c. Identify all documents in which the statement was made. There are no documents. It is my testimony.

RESPONSE: Plaintiff objects to this interrogatory because it seeks information in the possession of, known to, or otherwise equally available to the plaintiff. Plaintiff further objects to this request as it is oppressive and unduly burdensome. Plaintiff objects to this request as the information requested is equally available to Defendant. Plaintiff objects to this request as Plaintiff already has any responsive information in its possession.

11. Set forth and describe all facts that support Plaintiff's allegations that he "negotiated that he would be paid outside of APFA policy" as alleged in Paragraph 14 of your First Amended Complaint in this action.

RESPONSE: Objection. Plaintiff objects to this interrogatory as it is vague, ambiguous unduly burdensome and irrelevant. Plaintiff further objects to this request as the information requested is equally available to Defendant. Plaintiff further objects to this request as Plaintiff already has any responsive information in its possession.

12. Identify all persons who have provided you or your attorney with any financial support or payments in connection with this litigation.

RESPONSE: Plaintiff objects to this interrogatory because this interrogatory seeks attorney-client privilege information. Furthermore, Plaintiff objects to this interrogatory as it is vague, ambiguous unduly burdensome and irrelevant. Plaintiff further objects to this request as it calls for information that is not relevant, nor reasonably calculated to lead to the discovery of relevant or admissible evidence.

Respectfully submitted,
KD PHILLIPS LAW FIRM, PLLC

By: /s/ Kerri Phillips
Kerri Phillips
Texas Bar No. 24065906
Phone: (972) 327-5800
Email:
kerri@KDphillipslaw.com
6010 W. Spring Creek Parkway

Plano, Texas 75024
Fax: (940) 400-0089
For Service of Filings:
notice@KDphillipslaw.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that true and correct copy of this document was sent to all counsel of record, hereunder listed via ECF filing on this the 28th day of September 2023.

Jeff Bartos
James Sanford
Charlette Matts

/s/ Kerri Phillips
Kerri Phillips

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

EUGENIO VARGAS,

Plaintiff/Counterclaim
Defendant,

V.

ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS, *et al.*,

Defendants/Counterclaim
Plaintiff.

§ § § § §

Civil Action No. 4:22-cv-430-Y

Judge Terry R. Means

PLAINTIFF’S RESPONSES AND OBJECTIONS TO APFA
DEFENDANTS’ FIRST SET OF INTERROGATORIES TO
EUGENIO VARGAS

1. For each statement described in paragraph 49 of your First Amended Complaint (doc. 55-1),
 - a. Quote the exact language of the statement.
 - b. State when and to whom the statement was made.
 - c. Identify all documents in which the statement was made.

RESPONSE: Plaintiff objects to this interrogatory because it references an Amended Complaint that Plaintiff was denied leave to amend. Plaintiff objects to this request as it is vague and ambiguous as to the term “First Amended Complaint” in its entirety. Plaintiff also objects as Defendants seek information in the possession of, known to, or otherwise equally available to the plaintiff. Plaintiff further objects to this request as it is oppressive and unduly burdensome. Plaintiff objects to this request as the information requested is equally available to Defendant. Plaintiff objects to this request as Plaintiff already has any responsive information in its possession.

2. For each statement described in paragraph 50 of your First Amended Complaint (doc. 55-1),
- a. Quote the exact language of the statement.
 - b. State when and to whom the statement was made.
 - c. Identify all documents in which the statement was made.

RESPONSE: Plaintiff objects to this interrogatory because it references an Amended Complaint that Plaintiff was denied leave to amend. Plaintiff objects to this request as it is vague and ambiguous as to the term “First Amended Complaint” in its entirety. Plaintiff also objects as Defendants seek information in the possession of, known to, or otherwise equally available to the plaintiff. Plaintiff further objects to this request as it is oppressive and unduly burdensome. Plaintiff objects to this request as the information requested is equally available to Defendant. Plaintiff objects to this request as Plaintiff already has any responsive information in its possession.

3. For each statement described in paragraph 51 of your First Amended Complaint (doc. 55-1).
- a. Quote the exact language of the statement.
 - b. State when and to whom the statement was made.
 - c. Identify all documents in which the statement was made.

RESPONSE: Plaintiff objects to this interrogatory because it references an Amended Complaint that Plaintiff was denied leave to amend. Plaintiff objects to this request as it is vague and ambiguous as to the term “First Amended Complaint” in its entirety. Plaintiff also objects as Defendants seek information in the possession of, known to, or otherwise equally available to the plaintiff. Plaintiff further objects to this request as it is oppressive and unduly burdensome. Plaintiff objects to this request as the information requested is equally available to Defendant. Plaintiff objects to this request as Plaintiff already has any responsive information in its possession.

4. Identify all persons who have provided you or your attorney with any financial support or payments in connection with this litigation.

RESPONSE: Plaintiff objects to this interrogatory because this interrogatory seeks attorney-client privilege information. Furthermore, Plaintiff objects to this interrogatory as it is vague, ambiguous unduly burdensome and irrelevant. Plaintiff further objects to this request as it calls for information that is not relevant, nor reasonably calculated to lead to the discovery of relevant or admissible evidence.

Respectfully submitted,
KD PHILLIPS LAW FIRM, PLLC

By: /s/ Kerri Phillips
Kerri Phillips
Texas Bar No. 24065906
Phone: (972) 327-5800
Email:
kerri@KDphillipslaw.com
6010 W. Spring Creek Parkway
Plano, Texas 75024
Fax: (940) 400-0089
For Service of Filings:
notice@KDphillipslaw.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that true and correct copy of this document was sent to all counsel of record, hereunder listed via ECF filing on this the 28th day of September 2023.

Jeff Bartos
James Sanford
Charlette Matts

/s/ Kerri Phillips
Kerri Phillips

Robert Ross

2/1/2024

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

ROBERT (BOB) ROSS,	§	
	§	
Plaintiff/	§	
Counterclaim Defendant,	§	
	§	Civil Action No.
VS.	§	4:22-cv-343-Y
	§	
ASSOCIATION OF	§	Judge Terry R. Means
PROFESSIONAL FLIGHT	§	
ATTENDANTS, et al.,	§	
	§	
Defendants/	§	
Counterclaim Plaintiff.	§	

VIDEOTAPED ORAL DEPOSITION OF
ROBERT ROSS
 VOLUME 1
 FEBRUARY 1, 2024

VIDEOTAPED ORAL DEPOSITION OF ROBERT ROSS,
 produced as a witness at the instance of the
 Defendants/Counterclaim Plaintiff, and duly sworn, was
 taken in the above-styled and -numbered cause on
 February 1, 2024, from 10:53 a.m. to 4:56 p.m., before
 Angela L. Mancuso, CSR No. 4514 in and for the State of
 Texas, reported by machine shorthand, at Springhill
 Suites - DFW Airport South/Centreport, 4360 Highway 360,
 Fort Worth, Texas, pursuant to the Federal Rules of
 Civil Procedure, Notice, and any provisions stated on
 the record.

Robert Ross

2/1/2024

<p>2</p> <p>1 APPEARANCES</p> <p>2</p> <p>3 FOR THE PLAINTIFF/COUNTERCLAIM DEFENDANT:</p> <p>4 MS. KERRI PHILLIPS</p> <p>5 K.D. PHILLIPS LAW FIRM, PLLC</p> <p>6 6010 West Spring Creek Parkway</p> <p>7 Plano, Texas 75024</p> <p>8 (972) 327-5800</p> <p>9 kerri@KDPhillipsLaw.com</p> <p>10 FOR THE DEFENDANTS/COUNTERCLAIM PLAINTIFF ASSOCIATION OF</p> <p>11 PROFESSIONAL FLIGHT ATTENDANTS AND DEFENDANTS JULIE</p> <p>12 HEDRICK AND ERIK HARRIS:</p> <p>13 MR. JEFFREY A. BARTOS</p> <p>14 GUERRIERI, BARTOS & ROMA, P.C.</p> <p>15 1900 M Street, N.W.</p> <p>16 Suite 700</p> <p>17 Washington, D.C. 20036</p> <p>18 (202) 624-7400</p> <p>19 jbartos@geclaw.com</p> <p>20 MS. CHARLETTE L. BRODERICK</p> <p>21 Association of Professional Flight Attendants</p> <p>22 1004 West Eulless Boulevard</p> <p>23 Eulless, Texas 76040</p> <p>24 (682) 301-8454</p> <p>25 cmatts@apfa.org</p> <p>ALSO PRESENT:</p> <p>Ms. Michelle Cliatt, APFA Legal Assistant</p> <p>Mr. Erik Harris, APFA National Treasurer</p> <p>Ms. Julie Hedrick, APFA National President</p> <p>Mr. Adam Phillips, Paralegal</p> <p>K.D. Phillips Law Firm, PLLC</p> <p>Mr. John Hines, Videographer</p> <p>Elite Video Productions</p> <p>3018 Commerce Street</p> <p>Dallas, Texas 75226</p> <p>(214) 747-1952</p>	<p>4</p> <p>1 Exhibit 12 2/28/22 email from Ruben Armendariz 90</p> <p>2 to National Secretary</p> <p>3 Exhibit 13 Staples receipts 128</p> <p>4 [Appendix 190-191]</p> <p>5 Exhibit 14 Uber receipts 130</p> <p>6 [Appendix 204-208]</p> <p>7 Exhibit 15 Affidavit of Robert "Bob" Ross in 134</p> <p>8 Support of Damages</p> <p>9 [Appendix 183-189]</p> <p>10 Exhibit 16 Medical records 140</p> <p>11 [Appendix 220-231]</p> <p>12 Exhibit 17 Medical records 143</p> <p>13 [Appendix 246-253]</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 REPORTER'S NOTE:</p> <p>24 Quotation marks are used for clarity and do</p> <p>25 not necessarily reflect a direct quote.</p>
<p>3</p> <p>1 TABLE OF CONTENTS</p> <p>2 PAGE</p> <p>3 Appearances..... 2</p> <p>4 ROBERT ROSS, VOLUME 1</p> <p>5 Examination by Mr. Bartos..... 8</p> <p>6 Changes and Signature..... 161</p> <p>7 Reporter's Certification..... 163</p> <p>8 EXHIBITS</p> <p>9 NUMBER DESCRIPTION PAGE</p> <p>10 Exhibit 1 Online posts 18</p> <p>11 [Ross/Vargas 001190-1197]</p> <p>12 Exhibit 2 Transcript excerpt, pages 382-384 26</p> <p>13 Exhibit 3 Transition Agreement 45</p> <p>14 Exhibit 4 3/2/18 Calculation of vacation 53</p> <p>15 and sick benefits</p> <p>16 [Ross/Vargas 000459-460]</p> <p>17 Exhibit 5 Affidavit of Robert Ross in Support 57</p> <p>18 of Plaintiff's Original Petition and</p> <p>19 Motion to Vacate</p> <p>20 Exhibit 6 Online posts 62</p> <p>21 10/13/16 letter to Sara Nelson</p> <p>22 [Appendix 27-30]</p> <p>23 Exhibit 7 The Constitution of the Association 70</p> <p>24 of Professional Flight Attendants</p> <p>25 Exhibit 8 Article VII Charges - Ross - Post 78</p> <p>Hearing Brief</p> <p>Exhibit 9 Typewritten notes 84</p> <p>Exhibit 10 10/22/20 Confidential Memorandum 86</p> <p>[APFA0164-176]</p> <p>Exhibit 11 2/27/22 email from Kit Gomez Alba to 89</p> <p>National Secretary</p>	<p>5</p> <p>1 (February 1, 2024, 10:53 a.m.)</p> <p>2 MR. BARTOS: For the record, this is Jeff</p> <p>3 Bartos, attorney for the APFA defendants. It is</p> <p>4 whatever the time the court reporter has indicated,</p> <p>5 nearly 11:00 a.m., for the deposition we've noticed for</p> <p>6 10:00 a.m.</p> <p>7 I'm here with Charlette Matts, counsel in the</p> <p>8 case as well at APFA, in-house counsel; Michelle Cliatt,</p> <p>9 who works for Ms. Matts -- Ms. Broderick. I'm also here</p> <p>10 with the defendants Julie Hedrick and Erik Harris and</p> <p>11 then two of APFA's national officers who are here on</p> <p>12 behalf of APFA, Larry Salas and Josh Black. Also</p> <p>13 present is counsel for Mr. Bob Ross and another</p> <p>14 individual.</p> <p>15 A dispute has arisen about whether or not the</p> <p>16 individuals who are here on behalf of APFA are allowed</p> <p>17 to be here or should be here or whether the deposition</p> <p>18 can proceed with them here. It's my understanding that</p> <p>19 Mr. Ross is refusing to testify in his deposition unless</p> <p>20 Mr. Salas and Mr. Black leave the room.</p> <p>21 MS. PHILLIPS: That's incorrect.</p> <p>22 MR. BARTOS: Okay. Let me just finish.</p> <p>23 It's our position that as party</p> <p>24 representatives of APFA, they are wholly entitled to be</p> <p>25 here. I've offered for Mr. Salas to leave the room.</p>

Robert Ross

2/1/2024

<p>66</p> <p>1 Right?</p> <p>2 A. That's right.</p> <p>3 Q. Okay. And just to get your recollection or</p> <p>4 understanding, is it your understanding that under</p> <p>5 Article VII a member of APFA can file charges against</p> <p>6 another member of APFA?</p> <p>7 MS. PHILLIPS: I mean, objection. You</p> <p>8 know, he's not here to testify about APFA Constitution.</p> <p>9 A. If Article VII charges are filed against a</p> <p>10 member, they would have to be filed under the guidelines</p> <p>11 of Article VII against a member or from a member or</p> <p>12 officer.</p> <p>13 Q. All right. And as yourself, an APFA member,</p> <p>14 you are -- you could file charges against another APFA</p> <p>15 member, if you had a basis for it. Isn't that right?</p> <p>16 A. You could. Anyone could.</p> <p>17 Q. And, when charges are filed, they have to be</p> <p>18 reviewed by the Executive Committee. Isn't that right?</p> <p>19 MS. PHILLIPS: Objection; leading.</p> <p>20 A. I think you'd have to define what the word</p> <p>21 "review" means.</p> <p>22 Q. Okay. Is the Executive Committee supposed to</p> <p>23 conduct a vote as to whether the charges are timely,</p> <p>24 valid, and specific?</p> <p>25 MS. PHILLIPS: Objection; leading.</p>	<p>68</p> <p>1 A. I've been involved in union work for many</p> <p>2 years, and I have never witnessed an Executive Committee</p> <p>3 that didn't do some kind of due diligence on their part</p> <p>4 to make sure that those accusations have merit.</p> <p>5 Q. How many Article VII charges were filed while</p> <p>6 you were president?</p> <p>7 A. None.</p> <p>8 Q. Okay. The Article VII arbitrator is someone</p> <p>9 who is appointed by the board of directors. Right? If</p> <p>10 you know.</p> <p>11 A. They are voted on by members of the board of</p> <p>12 directors.</p> <p>13 Q. Okay. So, if someone gets a majority vote,</p> <p>14 they can be an Article VII arbitrator; if they don't get</p> <p>15 a majority, then they're not. Is that fair to say?</p> <p>16 A. Well, they would be either the lead arbitrator</p> <p>17 or they would be an alternate.</p> <p>18 Q. If they're voted on?</p> <p>19 A. Right.</p> <p>20 Q. Okay. And you're familiar with Arbitrator</p> <p>21 Armendariz?</p> <p>22 A. I am familiar with that name.</p> <p>23 Q. Okay. In fact, you voted for him to renew his</p> <p>24 term as Article VII arbitrator, didn't you?</p> <p>25 MS. PHILLIPS: Objection; leading.</p>
<p>67</p> <p>1 Q. Do you know?</p> <p>2 A. Those -- those parameters are within the test</p> <p>3 to decide as to whether Article VII charges could move</p> <p>4 forward.</p> <p>5 Q. Okay. And, if the Executive Committee votes</p> <p>6 that, in its view, charges are timely, specific, and</p> <p>7 valid, those charges must then go to the Article VII</p> <p>8 arbitrator. Correct?</p> <p>9 A. To my knowledge, that's not correct.</p> <p>10 Q. What? What's wrong with that statement?</p> <p>11 A. It's always been the premise that the</p> <p>12 Executive Committee does an investigation, not merely</p> <p>13 look at somebody's charges and vote yes or no. There</p> <p>14 has to be some investigation. There has to be some</p> <p>15 inquiry. There has to be some defense given to the</p> <p>16 person who is being accused.</p> <p>17 Q. And do you think that's written down somewhere</p> <p>18 in Article VII?</p> <p>19 A. There are a lot of things not written in</p> <p>20 Article VII that are part of proper protocol.</p> <p>21 Q. So that is not in Article VII, what you</p> <p>22 described as the investigation, is it?</p> <p>23 A. Well, I've been involved --</p> <p>24 MS. PHILLIPS: I mean, objection. This</p> <p>25 is all speculative.</p>	<p>69</p> <p>1 A. I felt I was required to because I was having</p> <p>2 Article VII charges at the time.</p> <p>3 Q. But you did vote?</p> <p>4 A. If I voted no, it would have -- it would have</p> <p>5 adversely affected his opinion of me.</p> <p>6 Q. So you did vote yes?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And would you agree with me that under</p> <p>9 Article VII the arbitrator has the jurisdiction to</p> <p>10 decide whether or not charges are timely or untimely?</p> <p>11 A. Again, another flaw in the Article VII</p> <p>12 process. He would have to know all the facts and</p> <p>13 specifics to know whether it was timely or not.</p> <p>14 Q. But does he have that jurisdiction?</p> <p>15 A. He has the jurisdiction if he's given the</p> <p>16 proper authority -- proper documentation to prove it,</p> <p>17 and he would have that.</p> <p>18 Q. And he has jurisdiction to find that charges</p> <p>19 are not specific, doesn't he?</p> <p>20 MS. PHILLIPS: Objection; leading.</p> <p>21 A. I don't know what his process is. Once it</p> <p>22 gets to the arbitrator, it's already gone beyond the EC.</p> <p>23 Q. Okay. All right. But we could look at</p> <p>24 Article VII and it would tell us what his jurisdiction</p> <p>25 is. Right?</p>

Robert Ross

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<p style="text-align: right;">74</p> <p>1 Q. Okay. Do you remember appearing before an 2 arbitrator in June of 2021?</p> <p>3 A. I do.</p> <p>4 Q. Okay. And do you remember, then, coming back 5 for a continuation of the hearings in November of 2021?</p> <p>6 A. I do.</p> <p>7 Q. Okay. And you recall that a transcript was 8 made of the proceedings. Right?</p> <p>9 A. I believe there were.</p> <p>10 Q. Okay. I mean, you submitted the whole 11 transcript as part of your affidavit. Do you remember 12 that?</p> <p>13 A. There were transcripts made of both 14 arbitrations. So ...</p> <p>15 Q. When you say "both," what do you mean?</p> <p>16 A. Well, the first arbitration that started out 17 and then was postponed, the one you were referring to in 18 June.</p> <p>19 Q. Uh-huh.</p> <p>20 A. That would be both.</p> <p>21 Q. Okay.</p> <p>22 A. You're talking about one in June and one in 23 November. Correct?</p> <p>24 Q. Okay. Okay. I'm talking about those three 25 different dates, yeah. There are transcripts of all the</p>	<p style="text-align: right;">76</p> <p>1 Alba?</p> <p>2 A. She was there.</p> <p>3 Q. Okay. Was she present at the hearings?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And she also helped you on your -- the 6 brief that was filed after the hearings. Right?</p> <p>7 A. I don't recall who helped me on those briefs.</p> <p>8 Q. Okay. Okay. And did you have any other 9 people, of the -- of the numbers of people who wanted to 10 help, who also helped you, besides Ms. Guidry and 11 Ms. Alba?</p> <p>12 A. Are you speaking of witnesses or specific 13 representatives? The arbitration list is all there, and 14 it's all in the transcripts.</p> <p>15 Q. Okay. Okay. So, if I look at the arbitration 16 transcript, I can see who was present and who testified. 17 Right?</p> <p>18 A. I assume.</p> <p>19 Q. Okay. And, in the course of the arbitration, 20 Ms. Chinery and Ms. Lee presented some witnesses of 21 their own. Correct?</p> <p>22 A. They did.</p> <p>23 Q. Okay. And you or Ms. Guidry had the 24 opportunity to cross-examine those witnesses. Right?</p> <p>25 A. We had some opportunity to cross-examine</p>
<p style="text-align: right;">75</p> <p>1 dates of your arbitration?</p> <p>2 A. Right.</p> <p>3 Q. Okay. And do you recall in November that you 4 personally made an opening statement to the arbitrator?</p> <p>5 A. I must have.</p> <p>6 Q. Okay. And I think we mentioned this before. 7 But you had a representative at the hearing, Gina 8 Guidry?</p> <p>9 A. Yes.</p> <p>10 Q. Am I saying her name correctly?</p> <p>11 A. Close enough.</p> <p>12 Q. Close enough. Okay. And she's a fellow 13 flight attendant?</p> <p>14 A. She is a flight attendant.</p> <p>15 Q. Okay. Why did you ask her to be your 16 representative?</p> <p>17 A. Because she had knowledge of the case and 18 was -- I had a choice of dozens of people. Why I chose 19 her ...</p> <p>20 Q. Okay. But you -- you had a choice. You chose 21 her. Nobody required you to have her be your 22 representative. Is that right?</p> <p>23 A. She was not my only representative. But 24 you're right.</p> <p>25 Q. Okay. So you had another representative, Kit</p>	<p style="text-align: right;">77</p> <p>1 witnesses.</p> <p>2 Q. And they also presented some documentary 3 evidence into the record. Right?</p> <p>4 A. They entered some into the record.</p> <p>5 Q. Okay. And you -- on the second day of the 6 hearing in November, you put on three witnesses -- 7 correct -- of your own?</p> <p>8 A. I put on three that were allowed.</p> <p>9 Q. And one of those was yourself. Right? You 10 were a witness in your own case?</p> <p>11 A. I was a witness in my own case.</p> <p>12 Q. Okay. And then Casey Veloso? Am I saying 13 that right?</p> <p>14 A. Yes.</p> <p>15 Q. And then Anthony -- I'm going to mispronounce 16 his last name; so I apologize. Your former personal 17 assistant, how do you say his last name?</p> <p>18 A. Theriault.</p> <p>19 Q. Theriault. Okay. You three testified in -- 20 in defense of your case. Right?</p> <p>21 A. We were on the witness list, and we were 22 testifying. Yeah.</p> <p>23 Q. Okay. All right. And, after the hearing, 24 each side filed a brief, a written document of argument, 25 for the arbitrator's consideration. Right?</p>

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<p style="text-align: right;">78</p> <p>1 A. We were required to file them in writing as 2 opposed to oral. 3 Q. Okay. And my question is, did you file one? 4 A. I believe so. 5 MR. BARTOS: We could just mark as 6 Exhibit 8. If you could pass that to counsel, I'd 7 appreciate it. 8 (Deposition Exhibit 8 marked) 9 Q. If you could please look initially just at the 10 cover page, which has the number APFA VII-000724 at the 11 bottom. Do you see that? 12 A. Uh-huh. 13 Q. And at the very bottom there is -- looks to be 14 an email from you, February 18th, 2022, to the 15 arbitrator. "Please accept the attached Post Hearing 16 Brief as our finalized Closing Argument." Do you see 17 that? 18 A. Uh-huh. 19 Q. Do you remember sending the arbitrator your -- 20 your brief on or about February 18th, 2022? 21 A. I don't know the date it was sent. 22 Q. Okay. Do you remember writing an email to the 23 effect of submitting a brief for arbitration? 24 A. I remember it had to be submitted to the APFA 25 secretary.</p>	<p style="text-align: right;">80</p> <p>1 Q. Okay. So did you write some of it? 2 A. I wrote some of it. 3 Q. Okay. Did Ms. Guidry write some of it? 4 A. I couldn't tell you which part, but she had a 5 say in what was written. 6 Q. Okay. 7 A. I don't know what part of it she actually 8 wrote. 9 Q. Okay. Did Ms. Alba do any of the writing? 10 A. They all helped collaborate on the writing of 11 it. 12 Q. Okay. And it's your testimony that, if I 13 understand correctly, there were other people who also 14 helped collaborate on the writing. Is that correct? 15 A. I think I just said that, that there were 16 several people. 17 Q. Okay. So it is correct? 18 A. I guess. 19 Q. Okay. All right. Now, you've -- 20 A. To my knowledge, yes. 21 Q. Okay. At the time you filed this brief, you 22 were already represented by Ms. Phillips. Is that 23 correct? 24 A. I don't -- I don't recall the date that the 25 brief was filed and when I took on the services of Kerri</p>
<p style="text-align: right;">79</p> <p>1 Q. Okay. And you did submit the brief? 2 A. Yeah. 3 Q. Okay. And then I just want to verify, on 4 the -- the subsequent pages, that that's in fact your 5 brief that you submitted. 6 A. I'm going to have to take your word for it 7 because I can't verify that this is -- 8 Q. Okay. 9 A. -- the brief unless I read every page -- 10 Q. Sure. 11 A. -- and compare it with the one that -- that I 12 have. 13 Q. Fair enough. Okay. But you did -- let's just 14 back up a second. 15 You did submit a posthearing brief to the APFA 16 national secretary, who then, under the rules, was 17 supposed to send it on to the arbitrator? 18 A. That was asked and answered. Yes. 19 Q. Okay. All right. And, for the brief that you 20 did submit, who wrote it? I'm not asking you to look at 21 the -- I just want to know who wrote your brief. 22 A. Who wrote it? 23 Q. Yeah. Who wrote the brief? 24 A. I had a lot of help in writing it. I don't 25 recall all who helped.</p>	<p style="text-align: right;">81</p> <p>1 Phillips. 2 Q. Well, do you recall that Ms. Phillips began 3 representing you in -- in January of 2022? 4 A. You'd have to testify with her. I don't know 5 the exact date. 6 Q. Okay. In the course of this lawsuit, do you 7 receive a monthly bill from Ms. Phillips? 8 MS. PHILLIPS: Objection; privileged. 9 MR. BARTOS: Well, with respect to 10 privilege, in the affidavit that you filed, 11 Ms. Phillips, you submitted all of your invoices and 12 indicated that you send them to Mr. Ross -- 13 MS. PHILLIPS: Our communications about 14 them would be privileged. 15 MR. BARTOS: -- that you send them to 16 Mr. Ross. 17 A. My arbitration was done on -- in November of 18 '21. The law firm of Phillips was sought in January. 19 And much of this was written somewhere between 20 January -- or November and January. 21 Q. Okay. So my only question was whether or not 22 you had, in fact, already hired Ms. Phillips before the 23 point in time that you wrote and submitted this brief. 24 A. I can unequivocally tell you that the vast 25 majority of this, probably not all of it, was written</p>

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<p style="text-align: right;">82</p> <p>1 before I took on Ms. Phillips.</p> <p>2 Q. Okay. And then -- but it was submitted after</p> <p>3 you had already taken her on. Is that right?</p> <p>4 A. I don't know the date that I submitted it.</p> <p>5 February? Is that it? If you're -- if you're inferring</p> <p>6 that Ms. Phillips wrote this, I can tell you that she</p> <p>7 did not because Ms. Phillip was -- was hired for a</p> <p>8 different reason --</p> <p>9 Q. Okay.</p> <p>10 A. -- originally.</p> <p>11 Q. Okay. All right. Now, I have a question.</p> <p>12 I'm hoping you can explain a document that was produced.</p> <p>13 Do you recall one of the issues in the</p> <p>14 arbitration was whether or not there had been a change</p> <p>15 in the formula for vacation pay for outgoing officers?</p> <p>16 Do you remember that?</p> <p>17 A. I don't believe that there was a question</p> <p>18 during arbitration about a change of formula for</p> <p>19 outgoing officers unspecified, but for three specific</p> <p>20 outgoing officers, myself not included.</p> <p>21 Q. Okay. If you could look in the exhibit that</p> <p>22 you have in front of you, the posthearing brief, go to</p> <p>23 the page where it says, at the bottom, APFA VII and then</p> <p>24 page 745. It's sort of towards the end.</p> <p>25 Do you see the heading says "Payout of</p>	<p style="text-align: right;">84</p> <p>1 (Deposition Exhibit 9 marked)</p> <p>2 Q. And this is really just a question on my part.</p> <p>3 This was produced in discovery, except for the box</p> <p>4 that's drawn on there.</p> <p>5 Have you ever seen this document before?</p> <p>6 A. I don't recall.</p> <p>7 Q. Just to ask your recollection, if you look</p> <p>8 at -- there are some numbers at the top. "Changed a</p> <p>9 formula for vacation - this was a decision unilaterally</p> <p>10 made by Vargas not even voted on by the board as</p> <p>11 admitted by Vargas." Do you see that?</p> <p>12 A. I see where it says that.</p> <p>13 Q. Okay. Do you recall? Did you -- did you have</p> <p>14 the view, in connection with your arbitration, that,</p> <p>15 factually, Mr. Vargas had made the unilateral decision?</p> <p>16 A. No. And this doesn't state that I do.</p> <p>17 Q. That's what I'm asking. I'm trying to figure</p> <p>18 out what this document is.</p> <p>19 But you don't -- you've never seen it before?</p> <p>20 A. This could be typed by anyone about anything.</p> <p>21 I've never --</p> <p>22 Q. Okay.</p> <p>23 A. No, this is not.</p> <p>24 Q. Okay. If you could look again at the brief,</p> <p>25 and I'll direct your attention to -- I think it's just</p>
<p style="text-align: right;">83</p> <p>1 Vacation - Change of formula"? Do you see that at the</p> <p>2 top?</p> <p>3 A. I do.</p> <p>4 Q. Okay. So is it fair to say that one of the</p> <p>5 issues in your case involved whether there was a change</p> <p>6 in formula that affected the payout? I'm not saying</p> <p>7 right or wrong. I'm just asking you if that was an</p> <p>8 issue about whether or not there had been a change in</p> <p>9 formula and whether you were paid out appropriately.</p> <p>10 A. If I recall this correctly, E., Payout of</p> <p>11 Vacation - Change of formula MEA and SAF, was a repeat</p> <p>12 of the charges made by Melissa Chinery. They were not</p> <p>13 me stating that there was a change in formula. That is</p> <p>14 what she charged us with.</p> <p>15 Q. Fair enough. That was one of the charges that</p> <p>16 you were rebutting or defending against. Right?</p> <p>17 A. It was -- it was a charge that she had made,</p> <p>18 yes. This is -- those were not my words. Those were --</p> <p>19 Q. Sure.</p> <p>20 A. -- her charges.</p> <p>21 Q. Okay. No, I'm not trying to put -- I just</p> <p>22 want to identify that was an issue in your arbitration,</p> <p>23 not that it was your claim or your contention.</p> <p>24 MR. BARTOS: I'd like to mark as</p> <p>25 Exhibit 9.</p>	<p style="text-align: right;">85</p> <p>1 over from where we were looking, at page 747 at the</p> <p>2 bottom. And that's the page that has, about in the</p> <p>3 middle of the page, subsection F. Do you see that?</p> <p>4 A. Uh-huh.</p> <p>5 Q. Okay. I want to ask you about the paragraph</p> <p>6 just above that subsection F heading that says --</p> <p>7 starts, "On January 14, 2022." Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. So that says, just for the record, "On</p> <p>10 January 14, 2022, an APFA document surfaced that was</p> <p>11 withheld from document retrieval that corroborates the</p> <p>12 Policy Manual was not the controlling document to the</p> <p>13 Ross TA and therefore Ross was paid in compliance with</p> <p>14 the TA." Do you see that?</p> <p>15 A. Uh-huh.</p> <p>16 Q. Okay. And is that document the -- the one</p> <p>17 that is described there that was surfaced on</p> <p>18 January 14th, 2022, is that document the -- the one you</p> <p>19 were referring to in this case as the "Confidential</p> <p>20 Memo"?</p> <p>21 A. In what case do I refer?</p> <p>22 Q. This lawsuit that we're in this deposition</p> <p>23 for.</p> <p>24 A. I'd have to see the document that you're</p> <p>25 talking about to make sure that I would be saying it is.</p>

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<p style="text-align: right;">86</p> <p>1 Q. Okay. If I say "Confidential Memo" in 2 connection with this case, what do you take that to 3 mean? 4 A. I've only seen one Confidential Memo. 5 Q. Okay. What is that? 6 A. Because it was withheld, I have to assume 7 there are others that I don't know about. 8 Q. Okay. All right. 9 MR. BARTOS: The -- if we could mark as 10 Exhibit 10. 11 (Deposition Exhibit 10 marked) 12 Q. Let me know when you have a chance to look at 13 Exhibit 10. 14 A. (Reading). 15 Q. Mr. Ross, is the cover page of that Exhibit 10 16 the document that you refer to as the Confidential Memo 17 in this case? 18 A. It appears to be a copy -- 19 Q. Okay. 20 A. -- of it or similar to it. 21 Q. Okay. Is this the document that you described 22 in your brief as what surfaced on January 14th, 2022? 23 A. It appears it is. 24 Q. Okay. All right. And it was your contention 25 in your posthearing brief that this document</p>	<p style="text-align: right;">88</p> <p>1 the first I had ever seen of it, but I had been 2 requesting it for a year and a half. 3 Q. So the Tarrant County -- that's the case that 4 Diversified filed against you to collect the -- 5 A. Yes. 6 Q. Okay. All right. So when you -- when you 7 were -- you received that document in connection with 8 that state court lawsuit, the Diversified lawsuit. 9 Right? 10 A. Yes. 11 Q. Okay. Now, you didn't submit that document, 12 the Confidential Memo, along with your -- at the time 13 you discovered it. You didn't submit it to the 14 Article VII, did you? 15 A. I didn't submit it to the Article VII? 16 Q. Uh-huh. Right. 17 A. If you say so. 18 Q. I'm asking. 19 A. It was submitted to the Article that I recall. 20 Q. Okay. But it wasn't submitted in Jan -- in 21 January 2022, was it? 22 A. I don't recall the exact date that it was sent 23 on to him. 24 Q. It wasn't submitted in your posthearing brief, 25 was it?</p>
<p style="text-align: right;">87</p> <p>1 corroborates the Policy Manual was not the controlling 2 document to the Ross TA. Is that right? 3 A. Can you repeat that? 4 Q. I'm not sure I can. 5 A. If you can't repeat it, then I can't answer 6 it. 7 MR. BARTOS: Sure. Can we ask the court 8 reporter to repeat the question. 9 (Requested text was read) 10 A. That's one contention. 11 Q. Okay. All right. You wrote -- or in your 12 brief you wrote that the document -- and used the word 13 "surfaced." Can you describe what that meant, what you 14 meant by "surfaced"? 15 A. I had been requesting documentation from the 16 supposed accounting firm that reviewed my documents and 17 determined that my payout of my sick and vacation was 18 incorrect. And from December, after I received the 19 letter in the mail from the APFA that states that an 20 accounting firm had found that my sick and vacation was 21 incorrect and the board's finding was based on that, I 22 requested that document in 2020. 23 I never saw it, and it was never claimed to 24 exist, until it was surfaced in court documents 25 submitted by APFA to the Tarrant County courts. That's</p>	<p style="text-align: right;">89</p> <p>1 A. It was -- I don't recall the exact dates that 2 the posthearing brief or an email was sent to the 3 arbitrator to allow it. I believe that we contacted the 4 arbitrator by email through APFA's secretary, Josh 5 Black, letting him know, because we weren't allowed 6 to -- no ex parte communication directly with the 7 arbitrator. But everything had to go through APFA, and 8 it wasn't trusted that this particular document going 9 through APFA, because it was withheld by APFA. 10 MR. BARTOS: Okay. All right. If we 11 could mark as Exhibit 11. 12 (Deposition Exhibit 11 marked) 13 Q. Just for the record, Exhibit 11 has at the 14 bottom APFA VII, pages 753 to 755. 15 The cover of this document is an email from 16 Kit Gomez Alba to APFA National Secretary. Right? 17 A. It appears it was. 18 Q. Okay. And Ms. Alba is asking Josh, Josh 19 Black, to forward the letter, the attached letter, to 20 the arbitrator. Right? Is that right? 21 A. Right. 22 Q. Okay. And then the next page is a letter to 23 the arbitrator from Ms. Alba, dated February 26, 2022. 24 Is that correct? 25 A. It's what it says.</p>

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<p style="text-align: right;">90</p> <p>1 Q. Okay. And the purpose of this letter is to</p> <p>2 ask the arbitrator to reopen the hearing. Correct?</p> <p>3 A. Yes. The arbitrator had not made his ruling</p> <p>4 yet.</p> <p>5 Q. Okay. So this is the request to reopen the</p> <p>6 hearing?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And the arbitrator denied that request,</p> <p>9 right?</p> <p>10 A. He did.</p> <p>11 Q. And --</p> <p>12 A. His email -- his denial is not in here.</p> <p>13 Q. No. I'm going to show you that exhibit in</p> <p>14 just a second.</p> <p>15 (Deposition Exhibit 12 marked)</p> <p>16 Q. This is Exhibit 12. And Exhibit 12 is the</p> <p>17 arbitrator's email in which he denies the request to</p> <p>18 reopen the record. Right?</p> <p>19 A. That's what it says.</p> <p>20 Q. Okay. I want to go back to the prior</p> <p>21 Exhibit 11 and ask a question.</p> <p>22 In your posthearing brief, you state that the</p> <p>23 Confidential Memo surfaced on January 14th, 2022. And,</p> <p>24 in your motion to reopen, you say this document was</p> <p>25 received in the mail on February 11th, 2022.</p>	<p style="text-align: right;">92</p> <p>1 A. Did I?</p> <p>2 Q. If you don't remember, that's fine. I can</p> <p>3 only ask you what you remember.</p> <p>4 A. I don't -- I don't remember the exact dates</p> <p>5 that everything --</p> <p>6 Q. Okay. Okay. Fair enough. And the -- the</p> <p>7 first award by the Article VII arbitrator in your case</p> <p>8 directed the APFA to do certain things. Do you remember</p> <p>9 that?</p> <p>10 A. I don't know that I'd title it like that, but</p> <p>11 it's -- yeah, if that's what you classify it.</p> <p>12 Q. Okay. Well, we can -- we can read -- I'll</p> <p>13 read the decision and figure out what we want to call</p> <p>14 it.</p> <p>15 But, in any event, after the first award,</p> <p>16 there was a second award that was issued by the</p> <p>17 arbitrator. Do you remember that?</p> <p>18 A. I don't know -- to be honest, I don't know the</p> <p>19 difference between the two.</p> <p>20 Q. Sure.</p> <p>21 MS. PHILLIPS: Take a break after this.</p> <p>22 MR. BARTOS: You know what, let me</p> <p>23 just -- rather than ask an additional question, I just</p> <p>24 want to just say on the record I'm very -- I think we're</p> <p>25 not proceeding in an efficient way. We were supposed to</p>
<p style="text-align: right;">91</p> <p>1 Do you know why those dates are different in</p> <p>2 the -- in the two different communications?</p> <p>3 MS. PHILLIPS: I would object based on</p> <p>4 leading.</p> <p>5 A. I would imagine someone has their dates wrong.</p> <p>6 Q. Okay. Just curious. All right.</p> <p>7 A. It looks to me like it's stating that it</p> <p>8 surfaced on January 14th. Could be a typo --</p> <p>9 Q. Okay.</p> <p>10 A. -- on the request to reopen.</p> <p>11 Q. Okay. After you had submitted your brief and</p> <p>12 your request to reopen and the ruling on the request to</p> <p>13 reopen, the arbitrator ultimately issued a decision --</p> <p>14 correct -- in your Article VII case?</p> <p>15 A. He -- it's correct he -- yes. It's correct he</p> <p>16 made a decision. I'm not saying his decision was</p> <p>17 correct. So I guess I don't understand.</p> <p>18 Q. Sure. I'm not asking you to say the decision</p> <p>19 was correct. I know you disagree with that.</p> <p>20 But it is correct -- it is true to say that</p> <p>21 the arbitrator issued a decision, a written decision?</p> <p>22 A. He issued a decision.</p> <p>23 Q. Okay. And, after that decision was issued,</p> <p>24 you filed your lawsuit against the APFA and Ms. Hedrick</p> <p>25 and Mr. Harris?</p>	<p style="text-align: right;">93</p> <p>1 start at 10:00. It's now almost 3:00. And I think the</p> <p>2 court reporter can probably tell us how little time</p> <p>3 we've actually been able to spend with questions, in</p> <p>4 light of the delay and the breaks.</p> <p>5 We have the full right to depose Mr. Ross for</p> <p>6 up to seven hours, and we're going to do so. These</p> <p>7 delays are disruptive. And we intend to complete his</p> <p>8 deposition.</p> <p>9 MS. PHILLIPS: I will state on the record</p> <p>10 that Mr. Ross has suffered a broken rib as of --</p> <p>11 THE WITNESS: I can't sit long.</p> <p>12 MS. PHILLIPS: -- a week ago, two weeks</p> <p>13 ago.</p> <p>14 THE WITNESS: Yeah.</p> <p>15 MS. PHILLIPS: This morning's incidents,</p> <p>16 moving the deposition to this location, was jarring for</p> <p>17 him. And I think you knew that he was susceptible to</p> <p>18 that -- to that form of abuse. And I'm sorry for that</p> <p>19 delay, and I'm sorry for circumstances that he went</p> <p>20 through. But, unfortunately, on the record, the delay</p> <p>21 was suffered as a result of the abuse and harassing</p> <p>22 tactic that was taken. So, if we need to take that up</p> <p>23 with the judge, then that is something that we can</p> <p>24 probably address tomorrow.</p> <p>25 MR. BARTOS: I want to complete the</p>

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<p style="text-align: right;">94</p> <p>1 deposition. That's all I'm saying. We can take a 2 break. I'll respect his medical condition. But we're 3 going to finish the deposition. 4 MS. PHILLIPS: If you want to finish your 5 question, I didn't mean to interrupt your question. 6 MR. BARTOS: No. That's fine. We can 7 take a break right now. 8 MS. PHILLIPS: We had discussed at lunch 9 trying to take a break every -- every half an hour for 10 him, I think. I was concerned that it would cause him 11 pain to sit for too long with a broken rib in his back. 12 So that was my concern. 13 THE WITNESS: My schedule -- they can 14 look it up at APFA. My schedule will corroborate that I 15 was out. 16 MR. BARTOS: Let's take a break. Off the 17 record. 18 THE VIDEOGRAPHER: We're off record at 19 3:02 p.m. 20 (Recess from 3:02 p.m. to 3:11 p.m.) 21 THE VIDEOGRAPHER: We're back on record 22 at 3:11 p.m. 23 BY MR. BARTOS: 24 Q. Can you tell me, Mr. Ross, in your own words, 25 how it is you think the Confidential Memo demonstrates</p>	<p style="text-align: right;">96</p> <p>1 collections for was based on an overpayment, and that 2 overpayment was the result, in a letter from Erik Harris 3 sent to me on the day before Thanksgiving, stating that 4 the board's finding was based on an independent 5 accounting, who had found that I was overpaid. 6 My request the whole time was, where is that 7 accounting? Show me the accounting where the accountant 8 stated that I was overpaid, so that I could prove it, 9 because I felt that I was paid correctly. And I was 10 told that I had gotten all the paperwork that they have, 11 charts, graphs. I couldn't explain the charts and 12 graphs that he gave me. I didn't know one number from 13 another. 14 And, at some point in there, I had made an 15 arrangement with the Union to pay them \$100 a month 16 until we came to a conclusion on this. If they found 17 out that I was not overpaid, they could refund the 18 money; and, if I was overpaid, they could apply what I 19 had already paid, and at that point we would make 20 arrangements. 21 I was told, not confirmed, but I was told that 22 that offer was presented to the board and the board said 23 no. 24 Q. Back to my question about how the Confidential 25 Memo establishes or shows that you weren't overpaid, I'd</p>
<p style="text-align: right;">95</p> <p>1 that you -- you didn't owe -- you had not made an 2 overpayment? 3 A. How does the Confidential Memo demonstrate 4 that I did not make an overpayment? 5 Q. Receive -- did not receive an overpayment. 6 A. I can read the document. 7 Q. Sure. 8 A. In Section 2 it says that his job was to 9 prepare an overpayment schedule of accrued and unused 10 sick, and accrued and unused vacation time made to Bob 11 Ross in 2018, similar -- not exact, but similar -- to 12 the overpayment schedules prepared for the previous 13 three officers. 14 It goes on to say, "These overpayment 15 schedules for the other officers were previously 16 provided to the Board of Directors." I was not aware of 17 any of that. "Please note the Bob Ross confidential 18 transition agreement states that he will be paid all of 19 his accrued and unused sick, and accrued and unused 20 vacation time. This agreement doesn't specify that the 21 payments be made in accordance with the policy 22 guidelines," which is a correct statement. 23 "Consequently, these payments appear appropriate and in 24 compliance with the transition agreement." 25 The \$5,400 that they were putting me into</p>	<p style="text-align: right;">97</p> <p>1 like you to look at the last page, which is -- has the 2 number 176 at the bottom. Do you see that? 3 A. Yeah. 4 Q. It says -- it says "National Officer: Bob 5 Ross." Do you see that? 6 A. I see that. 7 Q. And then it says "Overpayment Calculation." 8 Do you see that? 9 A. Uh-huh. 10 Q. And, if you look down along the left-hand 11 side, there is a bold that says "Vacation Pay - 2017," 12 "Sick Pay - 2017," as you go down, and we get down to 13 "Vacation Pay - 2017," and then it says, "Original 14 amount - paid in error," and then, "Correct calculation 15 amount." Do you see that? 16 A. Uh-huh. 17 Q. Okay. And then on -- towards the middle there 18 is a bolded section that says "Overpayment" with a 19 dollar value. Do you see that? 20 A. I see this as a chart with numbers filled in. 21 Q. Okay. And there's words too, and one of the 22 words at the bottom says, "Total overpayment - due to 23 APFA." Do you see that? 24 A. I see that. But there is no proof here that 25 the accountant put these words in. The accountant was</p>

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<p style="text-align: right;">98</p> <p>1 given what -- what qualified and didn't. There is --</p> <p>2 there is no proof that this came from the accountant.</p> <p>3 This could be a chart and graph similar to the other</p> <p>4 ones where my numbers were plugged in by someone.</p> <p>5 Q. Okay.</p> <p>6 A. And I could only assume that this chart is not</p> <p>7 necessarily correct, because if you look under sick pay</p> <p>8 for 2017, you'll see it says 12 days. The documents</p> <p>9 turned in to the Court show 18 days. No sick time used,</p> <p>10 but I was only paid 12 days.</p> <p>11 Likewise, further down, under Sick Pay - 2018,</p> <p>12 12 days. I was entitled to 18 days. The Transition</p> <p>13 Agreement says, "All accrued and unused." So those</p> <p>14 numbers are wrong in this chart. I couldn't assume that</p> <p>15 the rest of the numbers weren't wrong too.</p> <p>16 Q. And this chart here is the same chart that</p> <p>17 you -- you had in front of you when you were -- well,</p> <p>18 strike that.</p> <p>19 So is it your contention that the chart on 176</p> <p>20 was not prepared by Hal O'Neil, the CPA?</p> <p>21 A. I have no idea.</p> <p>22 Q. Okay. All right.</p> <p>23 A. The letter that I received stated that the</p> <p>24 board's finding was based on an independent accounting.</p> <p>25 Q. All right. And just back to that question,</p>	<p style="text-align: right;">100</p> <p>1 MS. PHILLIPS: Objection.</p> <p>2 A. I would have no way of knowing that.</p> <p>3 Q. Okay. And have you reviewed any report, any</p> <p>4 credit report, regarding your credit?</p> <p>5 A. I have.</p> <p>6 Q. Have you reviewed your credit score from one</p> <p>7 of the -- the credit reporting agencies?</p> <p>8 A. Say that again.</p> <p>9 Q. Have you reviewed your -- a credit report</p> <p>10 that's for yourself?</p> <p>11 A. I have.</p> <p>12 Q. Okay. And are you aware that we requested</p> <p>13 copies of any such credit reports in discovery in this</p> <p>14 case?</p> <p>15 A. I'm not.</p> <p>16 Q. Did you provide any such reports to be</p> <p>17 produced to counsel in this case? Because we haven't</p> <p>18 received any.</p> <p>19 MS. PHILLIPS: We actually just recently</p> <p>20 were able to -- we were provided one, and just recently</p> <p>21 we were able to recover it off of the --</p> <p>22 MR. BARTOS: Okay. All right. Well, I</p> <p>23 would request that be produced.</p> <p>24 MS. PHILLIPS: Yes. A week ago we were</p> <p>25 able to get it off of a -- or, yeah, a DVD.</p>
<p style="text-align: right;">99</p> <p>1 since we're referring to this memo, tell me if I'm</p> <p>2 reading this correctly at the top, the first paragraph.</p> <p>3 "This informal engagement is substantially</p> <p>4 less in scope than an audit engagement, the objective of</p> <p>5 which would be the expression of an opinion regarding</p> <p>6 these specific disbursements. Accordingly, we did not</p> <p>7 express an opinion or any form of assurance regarding</p> <p>8 these disbursements." Do you see that? Did I read that</p> <p>9 correctly?</p> <p>10 A. Where are you at? What page are you on? I</p> <p>11 thought you were reading --</p> <p>12 Q. First page.</p> <p>13 A. -- from something you have that I don't have.</p> <p>14 Q. No. It's the first page. You know, strike</p> <p>15 that. We don't need to read stuff on the record. I'll</p> <p>16 withdraw the question.</p> <p>17 Now, I want to ask you about some of the</p> <p>18 claims in your complaint.</p> <p>19 Are you aware that you're making a claim</p> <p>20 against APFA and Diversified under the Fair Credit</p> <p>21 Reporting Act?</p> <p>22 A. I believe so.</p> <p>23 Q. Okay. And would you agree with me that APFA</p> <p>24 itself did not make any direct report of you to any</p> <p>25 credit reporting agency?</p>	<p style="text-align: right;">101</p> <p>1 Q. I want to ask you about some of the -- the</p> <p>2 damages you claim in connection with the credit report.</p> <p>3 In your complaint you refer to refinance</p> <p>4 damages of \$400,000. Does that sound familiar to you?</p> <p>5 A. Vaguely.</p> <p>6 Q. Okay.</p> <p>7 A. The numbers are -- I don't know the exact</p> <p>8 number.</p> <p>9 Q. Okay. Well, let me just go through some of</p> <p>10 the details.</p> <p>11 You -- you refinanced your -- your</p> <p>12 then-existing home mortgage in April of 2021. Correct?</p> <p>13 A. I did.</p> <p>14 Q. Okay. And you ended up with a new mortgage of</p> <p>15 \$515,200. Right?</p> <p>16 A. That's the mortgage that I was able to</p> <p>17 refinance.</p> <p>18 Q. Okay. That's what I'm asking. I'm asking</p> <p>19 what you did.</p> <p>20 A. That was not -</p> <p>21 Q. I'm not asking about what you wanted to do. I</p> <p>22 just want to know what you did. Okay.</p> <p>23 You -- you came out of that in April 2021 with</p> <p>24 a \$515,200 mortgage. Right?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">102</p> <p>1 Q. Okay. The prior mortgage was \$505,454, right?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And when did you take out the mortgage,</p> <p>4 the 505,000? Do you remember?</p> <p>5 A. I don't remember. Two years prior, maybe.</p> <p>6 Q. Okay. You refinanced that at an interest rate</p> <p>7 of 2.37, 2.375. Does that sound right?</p> <p>8 A. I think you're mixing up refinances. My</p> <p>9 current refinance is 2.3.</p> <p>10 Q. Right. I'm asking what was -- that's --</p> <p>11 that's what I wanted to establish.</p> <p>12 A. You were talking about the other one.</p> <p>13 Q. What was the one -- what was the prior one?</p> <p>14 A. Probably closer to 4.</p> <p>15 Q. Okay. So you refinanced to take advantage of</p> <p>16 lower interest rates. Right?</p> <p>17 A. No. Anybody would take advantage of lower</p> <p>18 interest rates. But I refinanced and started the</p> <p>19 process to take equity out of my home so that I could</p> <p>20 pay for my children's college.</p> <p>21 Q. Okay. Let me ask about that.</p> <p>22 So you wanted your -- your affidavit says that</p> <p>23 you wanted to increase your mortgage from what had been</p> <p>24 505,000 to over 700,000. Correct?</p> <p>25 A. Uh-huh.</p>	<p style="text-align: right;">104</p> <p>1 Q. Now, we have received no credit report, no</p> <p>2 finance documents, except for the final document. This</p> <p>3 is all just your -- your recollection. We have no</p> <p>4 documents to support that. Is that right?</p> <p>5 A. I don't know what all documents you have or</p> <p>6 not.</p> <p>7 Q. You produced them. You tell me.</p> <p>8 A. Well, I'd have to go back through all the</p> <p>9 documents that were turned in to you, to find out what</p> <p>10 is there and what is not there.</p> <p>11 MR. BARTOS: Well, just to say for the</p> <p>12 record, we specifically asked in our document production</p> <p>13 request for all documents regarding the refinance of any</p> <p>14 loan. And we've gotten one short document. And he's</p> <p>15 just described multiple others that existed. So we</p> <p>16 would ask those be produced.</p> <p>17 Q. Now -- and there is no document you have</p> <p>18 produced, at least that I've seen, that says anybody</p> <p>19 telling you you couldn't take out the full \$700,000</p> <p>20 because of this \$5,400 on your -- on your credit report.</p> <p>21 Is there such written down somewhere?</p> <p>22 A. That -- that conversation was a phone</p> <p>23 conversation with my lender, and I may have not ever</p> <p>24 asked him to, oh, well, send it to me in writing.</p> <p>25 Q. All right.</p>
<p style="text-align: right;">103</p> <p>1 Q. So you wanted to draw out another 200,000,</p> <p>2 roughly, in cash?</p> <p>3 A. Uh-huh.</p> <p>4 Q. And that would be a loan you would have to pay</p> <p>5 back to the -- to the lender. Right?</p> <p>6 A. Uh-huh.</p> <p>7 Q. I'm sorry?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Now, we asked you in discovery for all</p> <p>10 documents regarding the refinancing or efforts to</p> <p>11 refinance your -- your mortgage, and all we got was one</p> <p>12 statement of what your refinance was.</p> <p>13 Do you have your applications for the</p> <p>14 refinance or communications with the lender?</p> <p>15 A. Well, the lender that I used is no longer in</p> <p>16 business at that time.</p> <p>17 Q. Okay.</p> <p>18 A. I am unable to locate, but I had my original</p> <p>19 application for the original refinance to get into the</p> <p>20 system. And then the equity was being sought, if I</p> <p>21 remember that many years ago. The equity was being</p> <p>22 sought. After the application, after the original</p> <p>23 credit report, and prior to closing and getting</p> <p>24 authorization for that equity, a credit report was</p> <p>25 pulled again that showed \$5,000 credit for collections.</p>	<p style="text-align: right;">105</p> <p>1 A. It was all changed and canceled, and no</p> <p>2 further action was taken on that --</p> <p>3 Q. Okay. All right.</p> <p>4 A. -- because of that.</p> <p>5 Q. Okay. So just so it's clear to me that you --</p> <p>6 you wanted to be able to borrow an additional \$200,000?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And had you succeeded in borrowing that</p> <p>9 \$200,000, you would have owed the lender \$200,000 or</p> <p>10 \$200,004 [sic] plus interest. Right?</p> <p>11 A. Plus 2.375 interest.</p> <p>12 Q. Okay. Right. Okay. And your claim in this</p> <p>13 lawsuit is you now want APFA and Diversified to pay you</p> <p>14 the \$204,000 that you would have borrowed from the</p> <p>15 lender. Is that right?</p> <p>16 A. Yes.</p> <p>17 Q. That's your damage claim?</p> <p>18 A. I believe so.</p> <p>19 Q. Okay. Now, you say in your declaration or</p> <p>20 your affidavit that you intended to use that money for</p> <p>21 your -- I believe it was your daughter's college</p> <p>22 expense. Is that right? Or was that for your son?</p> <p>23 A. It's both. They're both in college.</p> <p>24 Q. Okay. So in 20 -- early 2021 your intention</p> <p>25 was to borrow an additional \$200,000 to use it for your</p>

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<p style="text-align: right;">106</p> <p>1 children's education?</p> <p>2 A. Uh-huh.</p> <p>3 Q. Okay. And just for the record, we've received</p> <p>4 no documents regarding college expenses, financial aid,</p> <p>5 or tuition payment.</p> <p>6 Do you have any documents that relate to those</p> <p>7 two subjects?</p> <p>8 A. I do. I don't know that that was requested.</p> <p>9 Q. All right. Now, you also say that you</p> <p>10 withdrew \$29,000, \$521 -- or \$29,521 from your 401(k).</p> <p>11 Where are the documents that show what that</p> <p>12 money was spent for?</p> <p>13 A. I have what it was spent for?</p> <p>14 MS. PHILLIPS: Objection.</p> <p>15 A. I don't -- I probably don't have every dime</p> <p>16 for dime, nor would I be required to show every expense.</p> <p>17 Q. You're seeking that in damages from the APFA</p> <p>18 and Diversified, though. Right?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Okay.</p> <p>21 A. That was investment money that was no longer</p> <p>22 available to me to pay for college expenses. And --</p> <p>23 Q. Okay.</p> <p>24 A. And can I confer with my attorney or have --</p> <p>25 go off record?</p>	<p style="text-align: right;">108</p> <p>1 MS. PHILLIPS: Confidentiality has been</p> <p>2 ordered by the Court, and we'll finalize the terms of</p> <p>3 that tomorrow at a hearing.</p> <p>4 THE WITNESS: Great. That's all I</p> <p>5 needed.</p> <p>6 MR. BARTOS: Okay. Did you need to</p> <p>7 confer for something?</p> <p>8 MS. PHILLIPS: I think that rectifies it.</p> <p>9 I don't know that we need a privilege on that</p> <p>10 discussion.</p> <p>11 BY MR. BARTOS:</p> <p>12 Q. All right. Now, you claim in your lawsuit</p> <p>13 that the APFA defendants breached a contract with you.</p> <p>14 Are you aware of that?</p> <p>15 A. I believe so.</p> <p>16 Q. And am I right that the contract that you</p> <p>17 claim was breached was the Transition Agreement?</p> <p>18 A. That's one of the contracts that was breached.</p> <p>19 Q. What other contracts do you think were</p> <p>20 breached?</p> <p>21 A. Well, I'm a member in good standing; so my</p> <p>22 union has a contract with me for fiduciary duty.</p> <p>23 Q. What contract is that?</p> <p>24 A. It's called a Constitution.</p> <p>25 Q. Okay. So the APFA Constitution is one of the</p>
<p style="text-align: right;">107</p> <p>1 MS. PHILLIPS: We can take a break. We</p> <p>2 can take a break.</p> <p>3 Q. Is your answer finished?</p> <p>4 MS. PHILLIPS: We can take a break.</p> <p>5 MR. BARTOS: I'm not sure his answer is</p> <p>6 finished.</p> <p>7 MS. PHILLIPS: And you can answer your</p> <p>8 question, and then we can take a break.</p> <p>9 Q. Have you finished your answer?</p> <p>10 A. Well, if you must, I'm a little --</p> <p>11 MS. PHILLIPS: Do you need him to repeat</p> <p>12 the question?</p> <p>13 Q. My question was, have you finished your</p> <p>14 answer?</p> <p>15 A. Well, you're talking about my finances in</p> <p>16 front of two people over here who I don't know to have</p> <p>17 confidentiality or know that any of this information is</p> <p>18 sealed. So talking about my medical and my financial</p> <p>19 situation I don't think is appropriate given the fact</p> <p>20 that there is plenty of history that goes on, on social</p> <p>21 media.</p> <p>22 Q. The people in this room who are not the</p> <p>23 lawyers are parties to this case that you're suing.</p> <p>24 A. My question was not that they don't know, but</p> <p>25 is there --</p>	<p style="text-align: right;">109</p> <p>1 contracts. Is that right?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And with respect to the Transition</p> <p>4 Agreement, your claim is that the Union violated the</p> <p>5 confidentiality provision of that agreement. Is that</p> <p>6 right?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And I believe you also claim that there</p> <p>9 was not full payment of amounts due to you under the</p> <p>10 Transition Agreement. Is that also a claim you have?</p> <p>11 A. That's correct.</p> <p>12 Q. Okay. And you were paid out by the Union</p> <p>13 after you left in approximately April 2018. Correct? I</p> <p>14 know you are now saying you didn't get paid out the</p> <p>15 right amount. But the amount you got paid was back in</p> <p>16 April 2018?</p> <p>17 A. March or April 2018, yes.</p> <p>18 Q. Okay. You referenced the Union Constitution.</p> <p>19 Is it your contention that the officers of the</p> <p>20 Union have a fiduciary duty to the organization, under</p> <p>21 the Constitution?</p> <p>22 A. Repeat that.</p> <p>23 Q. Sure. You make a claim of breach of fiduciary</p> <p>24 duty. Do you know that?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">110</p> <p>1 Q. Okay. And is it your contention that that's a</p> <p>2 duty that arises under the APFA Constitution?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And is it your contention that that's a</p> <p>5 fiduciary duty individually to you and individually to</p> <p>6 every other APFA member as an individual?</p> <p>7 A. As a member in good standing and dues-paying</p> <p>8 member, yes.</p> <p>9 Q. Okay. How did Julie Hedrick violate a</p> <p>10 fiduciary duty toward you?</p> <p>11 A. Which one?</p> <p>12 Q. Julie Hedrick.</p> <p>13 A. No. Which -- you said "a fiduciary duty."</p> <p>14 Q. Yeah. Any.</p> <p>15 A. Oh. She violated the Transition Agreement.</p> <p>16 MS. PHILLIPS: I would object based on</p> <p>17 asking for his legal opinion.</p> <p>18 Q. You still can answer.</p> <p>19 A. She violated confidentiality. She violated</p> <p>20 Code of Conduct by putting a false hotline out to my</p> <p>21 membership and co-workers that I did not have equal</p> <p>22 access to their emails, knowingly knowing that there was</p> <p>23 false information on it. Violated the terms of the</p> <p>24 Transition Agreement confidentiality, Section 13, that</p> <p>25 had to do with disputes and arbitrations. Just to name</p>	<p style="text-align: right;">112</p> <p>1 specifically to mar my reputation, as a dues-paying</p> <p>2 member in good standing, to my co-workers, of which I</p> <p>3 have had to live with harassment and volatility ever</p> <p>4 since.</p> <p>5 Q. So I've asked you -- my question was, what</p> <p>6 were the hotlines that went out that you're claiming</p> <p>7 violated these duties. And tell me if I'm wrong. What</p> <p>8 I'm hearing is the hotlines had to do with the outcome</p> <p>9 of the Article VII arbitration. I know you don't agree</p> <p>10 with what was said. I'm not asking you to. I just want</p> <p>11 to identify that that's the hotline, or if there is more</p> <p>12 than one, but they talk about the Article VII</p> <p>13 arbitration.</p> <p>14 A. That's correct.</p> <p>15 Q. Okay.</p> <p>16 MS. PHILLIPS: So, in lieu of trying to</p> <p>17 accommodate and not take too many breaks, can I just</p> <p>18 check and see if he's okay?</p> <p>19 MR. BARTOS: Please.</p> <p>20 MS. PHILLIPS: Are you okay? Do you need</p> <p>21 a break?</p> <p>22 THE WITNESS: No. I'm good, as long as I</p> <p>23 don't move.</p> <p>24 MR. BARTOS: Okay. And I don't know</p> <p>25 enough to know if this is helpful, but if it's helpful</p>
<p style="text-align: right;">111</p> <p>1 a few.</p> <p>2 Q. Well, this is our one chance to talk to you;</p> <p>3 so I need you to tell me what you -- what you claim she</p> <p>4 violated.</p> <p>5 A. I just did.</p> <p>6 Q. Okay. Well, you mentioned a hotline. I'm not</p> <p>7 going to ask you to remember every last hotline. Okay.</p> <p>8 But my question is -- I know there were hotlines after</p> <p>9 the arbitration award that described the outcome of the</p> <p>10 arbitration award.</p> <p>11 Is that the hotline that you're talking about?</p> <p>12 A. That's one of them.</p> <p>13 Q. Okay. And what were the subjects of the other</p> <p>14 ones besides that?</p> <p>15 A. Well, as a long-standing Union rep with</p> <p>16 knowledge of prior arbitrations, prior litigations, it</p> <p>17 has always been the long-standing practice that we don't</p> <p>18 name names, that you don't single out a person, that you</p> <p>19 redact names when you're talking about things like dues</p> <p>20 forgiveness.</p> <p>21 My name wasn't redacted. It was a full-page</p> <p>22 spread out there of what the arbitration award was, and</p> <p>23 there were numbers given to the membership that they</p> <p>24 know were incorrect. And at no time was I ever</p> <p>25 conferred with to correct those. And it was done</p>	<p style="text-align: right;">113</p> <p>1 to stand, that's certainly acceptable.</p> <p>2 THE WITNESS: Sometimes it is.</p> <p>3 MR. BARTOS: Okay. All right.</p> <p>4 Q. All right. Now, you also claim that Erik</p> <p>5 Harris had a fiduciary duty to you. Right?</p> <p>6 A. They all had a fiduciary duty.</p> <p>7 Q. Okay. Okay. But you're suing Erik Harris?</p> <p>8 A. Right.</p> <p>9 Q. And Julie Hedrick?</p> <p>10 A. And APFA.</p> <p>11 Q. I understand. I want to talk about Erik</p> <p>12 Harris for a second.</p> <p>13 What is -- what did Mr. Harris do that you</p> <p>14 claim violated a fiduciary duty to you?</p> <p>15 A. How much time do we have?</p> <p>16 Q. Give your answer.</p> <p>17 A. This was withheld from me, the Confidential</p> <p>18 Memo. Emails where he knew that this Confidential Memo</p> <p>19 existed yet refused to talk to me about it. There are</p> <p>20 so many opportunities that APFA had to settle this and</p> <p>21 to discuss this with me, that they purposely chose not</p> <p>22 to go down that avenue, so much to the point where I was</p> <p>23 sent an email with a "you are blocked," to no longer be</p> <p>24 able to talk to APFA about it. So I was given no other</p> <p>25 choice but to wrangle through the legal system, rather</p>

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<p style="text-align: right;">114</p> <p>1 than APFA do what was right.</p> <p>2 Erik, as the treasurer, has the duty to all</p> <p>3 individuals equally. Withholding this information from</p> <p>4 executive members and then voting on an arbitration</p> <p>5 where the four national officers had information that</p> <p>6 the other five Executive Committee ad hoc members did</p> <p>7 not, and choosing to vote using that information he had,</p> <p>8 and discarding it and not sharing that with the others,</p> <p>9 is a violation of his fiduciary duty. And many more can</p> <p>10 be proven.</p> <p>11 Q. Well, what are the others?</p> <p>12 MS. PHILLIPS: Again, I'm going to object</p> <p>13 based on asking for his legal opinion. He's not a</p> <p>14 lawyer.</p> <p>15 A. Yeah, that was where I was going to go with</p> <p>16 that. I don't have -- I'm not legal, but there are -- I</p> <p>17 feel my -- my rights were violated by my union in</p> <p>18 financially harming me and my family, creating a hostile</p> <p>19 work environment, violating their Code of Conduct and</p> <p>20 ethics as Union officers.</p> <p>21 Q. You make a claim in your complaint that the</p> <p>22 APFA, Ms. Hedrick, and Mr. Harris made false statements</p> <p>23 about you, and I believe you're calling that a</p> <p>24 defamation claim. Are you familiar with that?</p> <p>25 A. Am I familiar with a defamation claim?</p>	<p style="text-align: right;">116</p> <p>1 thief and an embezzler. And I was never charged with</p> <p>2 that.</p> <p>3 Q. The hotline did?</p> <p>4 A. The hotline authorized and put out by APFA,</p> <p>5 authorized by two Union officers.</p> <p>6 Q. All right. You make an assertion in your</p> <p>7 declaration that you suffered reputational damages</p> <p>8 because of APFA. Do you remember that?</p> <p>9 A. I believe so.</p> <p>10 Q. And you describe in your declaration a meeting</p> <p>11 in April of 2021 with two people from American Airlines</p> <p>12 management.</p> <p>13 A. I don't recall what specifically you're</p> <p>14 talking about.</p> <p>15 Q. Okay. Do you remember a meeting with Jim</p> <p>16 Oebker and Debbie Carvatta in April 2021?</p> <p>17 A. I don't remember when the date of any specific</p> <p>18 date.</p> <p>19 Q. Do you remember having a meeting with the two</p> <p>20 of them sometime before your arbitration award came out?</p> <p>21 A. I have met with them on several occasions as a</p> <p>22 San Francisco base president and Union rep.</p> <p>23 Q. Okay. And what -- what were their positions?</p> <p>24 A. Debbie Carvatta was regional director, and Jim</p> <p>25 Oebker was in human resources division.</p>
<p style="text-align: right;">115</p> <p>1 Q. The fact that you're making a defamation</p> <p>2 claim.</p> <p>3 A. I am.</p> <p>4 Q. Okay. What were the exact statements made</p> <p>5 that you allege were defamatory?</p> <p>6 A. They put a hotline out from an arbitration</p> <p>7 award that they knew was false. The numbers in that</p> <p>8 hotline --</p> <p>9 MS. PHILLIPS: And I'm going to object.</p> <p>10 He does not have a legal background, and he's being</p> <p>11 asked a legal question.</p> <p>12 MR. BARTOS: I'm going to object to your</p> <p>13 intervening in the middle of his answer.</p> <p>14 A. That's -- in essence, that hotline has created</p> <p>15 a hostile work environment for me.</p> <p>16 Q. Any others?</p> <p>17 A. Any others what?</p> <p>18 Q. Statements. I just want to understand your</p> <p>19 case.</p> <p>20 A. Well, can you ask -- can you reask your</p> <p>21 question, then.</p> <p>22 Q. Any other statements you allege were</p> <p>23 defamatory? You mentioned the hotline. I understand</p> <p>24 that.</p> <p>25 A. They have caused my co-workers to think I'm a</p>	<p style="text-align: right;">117</p> <p>1 Q. Okay. And your affidavit says you met with</p> <p>2 them in April of 2021. Let's assume that's correct.</p> <p>3 That was before the arbitration took place.</p> <p>4 Correct?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Charges had been filed already?</p> <p>7 A. Huh?</p> <p>8 Q. The charges were filed before then, but there</p> <p>9 had not been an arbitration. Right?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. And were you having a job interview?</p> <p>12 A. When I met with them was not a job interview.</p> <p>13 It was over situations that were arising from APFA, but</p> <p>14 it was -- I was investigating other flight attendants,</p> <p>15 corrective action issues --</p> <p>16 Q. Okay.</p> <p>17 A. -- Article XXXV charges, and that was the</p> <p>18 premise of the meetings with them.</p> <p>19 Q. Article XXXV, that's American Airlines'</p> <p>20 disciplinary proceeding --</p> <p>21 A. Yes.</p> <p>22 Q. -- or rule? Okay.</p> <p>23 So you weren't having a job interview with</p> <p>24 them?</p> <p>25 A. Not at that time, no.</p>

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<p style="text-align: right;">158</p> <p>1 A. No. No.</p> <p>2 Q. Have you discussed with any labor organization</p> <p>3 and they are paying your legal fees in this case?</p> <p>4 MS. PHILLIPS: Objection. This is</p> <p>5 ridiculous.</p> <p>6 A. No.</p> <p>7 Q. No. Have you discussed with any</p> <p>8 representatives of other labor organizations --</p> <p>9 MS. PHILLIPS: We're done.</p> <p>10 Q. -- they're paying your legal fees in this</p> <p>11 case?</p> <p>12 MS. PHILLIPS: We're done. It's 5:00.</p> <p>13 We're done. Let's go.</p> <p>14 A. There is no union -- other union, if that's</p> <p>15 what you're saying, labor organization agreeing to pay</p> <p>16 my legal fees.</p> <p>17 MS. PHILLIPS: Let's go.</p> <p>18 MR. BARTOS: Okay. Just for the record,</p> <p>19 we have not -- we have barely touched four hours of</p> <p>20 time. We will resume tomorrow morning. And I suggest</p> <p>21 we start at 9:00 so we can get Mr. Vargas done.</p> <p>22 MS. PHILLIPS: Yeah, you have me at</p> <p>23 10:00. That's what you scheduled and noticed for.</p> <p>24 MR. BARTOS: We had you at 10:00 a.m.</p> <p>25 this morning, and we didn't start until 11:00. We'd be</p>	<p style="text-align: right;">160</p> <p>1 THE VIDEOGRAPHER: We're off record at</p> <p>2 4:56 p.m.</p> <p>3 (Proceedings adjourned at 4:56 p.m.)</p> <p>4 (Per Federal Rule of Civil Procedure</p> <p>5 30(e)(1), signature was requested via</p> <p>6 email by Counsel after completion of the</p> <p>7 deposition)</p>
<p style="text-align: right;">159</p> <p>1 done by now.</p> <p>2 MS. PHILLIPS: Well, you probably</p> <p>3 shouldn't sabotage people. I highly recommend --</p> <p>4 MR. BARTOS: We will be here at 9:00</p> <p>5 ready to go.</p> <p>6 MS. PHILLIPS: You need to re-notice and</p> <p>7 give five days' notice.</p> <p>8 MR. BARTOS: We'll be here at 10:00, and</p> <p>9 we expect Mr. Ross to be here to complete his deposition</p> <p>10 because he's indicated on the record --</p> <p>11 MS. PHILLIPS: Tomorrow?</p> <p>12 MR. BARTOS: Tomorrow.</p> <p>13 MS. PHILLIPS: You have Vargas tomorrow.</p> <p>14 MR. BARTOS: We're continuing until we're</p> <p>15 done.</p> <p>16 MS. PHILLIPS: What are you planning on</p> <p>17 doing with Mr. Vargas?</p> <p>18 MR. BARTOS: We'll resume Mr. Vargas --</p> <p>19 we'll start Mr. Vargas when Mr. Ross is done.</p> <p>20 MS. PHILLIPS: Mr. Vargas has -- has --</p> <p>21 he has work. So you want to -- Mr. Ross has his work</p> <p>22 schedule; so that's not going to work.</p> <p>23 MR. BARTOS: We'll be here and expect to</p> <p>24 finish with Mr. Ross tomorrow at 10:00 a.m. Yeah, we</p> <p>25 can go off the record.</p>	<p style="text-align: right;">161</p> <p>1 CHANGES AND SIGNATURE</p> <p>2 WITNESS NAME: ROBERT ROSS, VOLUME 1</p> <p>3 DEPOSITION DATE: FEBRUARY 1, 2024</p> <p>4 PAGELINE CHANGE/REASON</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 I, ROBERT ROSS, have read the foregoing deposition</p> <p>25 and hereby affix my signature that same is true and</p>

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<p>162</p> <p>1 correct, except as noted above.</p> <p>2</p> <p>3 _____</p> <p>4 SIGNATURE OF WITNESS</p> <p>5 STATE OF _____ x</p> <p>6 COUNTY OF _____ x</p> <p>7</p> <p>8 Before me, _____, on this day</p> <p>9 personally appeared ROBERT ROSS, known to me (or proved</p> <p>10 to me under oath or through _____) (description of</p> <p>11 identity card or other document) to be the person whose</p> <p>12 name is subscribed to the foregoing instrument and</p> <p>13 acknowledged to me that they executed the same for the</p> <p>14 purposes and consideration therein expressed.</p> <p>15 GIVEN UNDER MY HAND AND SEAL of office this</p> <p>16 _____ day of _____, 2024.</p> <p>17</p> <p>18</p> <p>19 (Seal) _____</p> <p>20 Notary Public in and for the</p> <p>21 State of _____.</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>164</p> <p>1 I further certify that pursuant to FRCP Rule</p> <p>2 30(e)(1) that the signature of the deponent was</p> <p>3 requested by the Counsel for the deponent after the</p> <p>4 completion of the deposition and that the signature is</p> <p>5 to be before any notary public and returned within</p> <p>6 30 days from date of receipt of the transcript. If</p> <p>7 returned, the attached Changes and Signature page</p> <p>8 contains any changes and the reasons therefor.</p> <p>9 I further certify that I am neither attorney or</p> <p>10 counsel for, nor related to or employed by, any of the</p> <p>11 parties to the action in which this deposition is taken,</p> <p>12 and further that I am not a relative or employee of any</p> <p>13 attorney or counsel employed by the parties hereto, or</p> <p>14 financially interested in the action.</p> <p>15 Certified to by me on this the 7th day of February,</p> <p>16 2024.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>163</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE NORTHERN DISTRICT OF TEXAS</p> <p>3 FORT WORTH DIVISION</p> <p>4 ROBERT (BOB) ROSS, §</p> <p>5 §</p> <p>6 Plaintiff/ §</p> <p>7 Counterclaim Defendant, §</p> <p>8 § Civil Action No.</p> <p>9 VS. § 4:22-cv-343-Y</p> <p>10 §</p> <p>11 ASSOCIATION OF § Judge Terry R. Means</p> <p>12 PROFESSIONAL FLIGHT §</p> <p>13 ATTENDANTS, et al., §</p> <p>14 §</p> <p>15 Defendants/ §</p> <p>16 Counterclaim Plaintiff. §</p> <p>17</p> <p>18 REPORTER'S CERTIFICATION</p> <p>19 VIDEOTAPED ORAL DEPOSITION OF ROBERT ROSS</p> <p>20 VOLUME 1</p> <p>21 FEBRUARY 1, 2024</p> <p>22 I, Angela L. Mancuso, Certified Shorthand Reporter</p> <p>23 in and for the State of Texas, hereby certify to the</p> <p>24 following:</p> <p>25 That the witness, ROBERT ROSS was duly sworn by the</p> <p>officer and that the transcript of the oral deposition</p> <p>is a true record of the testimony given by the witness;</p> <p>That the original deposition was delivered to</p> <p>Ms. Kerri Phillips for examination and signature by the</p> <p>witness;</p> <p>That the time used by the parties is as follows:</p> <p>MS. KERRI PHILLIPS: 0 minutes</p> <p>MR. JEFFREY A. BARTOS: 3 hours, 25 minutes</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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STRYKER REPORTING SERVICES

(817) 494-0700

APPX. 0585

3/15/2024

ROBERT (BOB) ROSS

ACTION NO. 4:22-CV-343-Y

AND

ACTION NO. 4:22-CV-430-Y

ASSOCIATION OF
PROFESSIONAL FLIGHT
ATTENDANTS, ET AL.

VIDEOTAPED ORAL DEPOSITION OF ROBERT ROSS,
as a witness at the instance of the Defendants,
sworn, was taken in the above-styled and
cause on March 15, 2024, from 9:11 a.m. to
, before Angela L. Mancuso, CSR No. 4514 in
the State of Texas, reported by machine
at Gillespie Sanford LLP, 4803 Gaston Avenue,
Texas, pursuant to the Federal Rules of Civil
Notice, and any provisions stated on the

APPX. 0587

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<p>186</p> <p>1 supporting what the SAF payment would be?</p> <p>2 A. We submitted weekly and monthly timesheets,</p> <p>3 and within those timesheets were proof of our employment</p> <p>4 or proof of our work during that period of time, I</p> <p>5 believe.</p> <p>6 Q. Okay. Okay. And that would bear on what the</p> <p>7 SAF payment was?</p> <p>8 A. It would. But this -- since 2018, to be</p> <p>9 perfectly honest with you, I don't recall how that was</p> <p>10 all broke down in -- in a payment.</p> <p>11 Q. Okay. And, again, understanding the passage</p> <p>12 of time, do you remember if your SAF payment was the</p> <p>13 same every month or if it went up and down?</p> <p>14 A. I believe it was, for the most part, the same.</p> <p>15 Q. Okay. And do you know when -- when it varied,</p> <p>16 what would make it vary from one -- one paycheck to the</p> <p>17 other?</p> <p>18 A. I guess if I had taken time off or I didn't</p> <p>19 show up for a week or -- or more.</p> <p>20 Q. Okay. All right. And are you familiar with,</p> <p>21 under APFA policy, the meal expense allowance?</p> <p>22 A. It's a broad understanding, but, yes.</p> <p>23 Q. Okay. And is that sometimes called the MEA?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And, again, what is your core</p>	<p>188</p> <p>1 A. Yes.</p> <p>2 Q. Okay. So what is the dispute?</p> <p>3 A. Well, to me, we were paid a rate. And that,</p> <p>4 to me, is -- I guess I've just never really realized,</p> <p>5 even as a flight attendant -- I've been here for</p> <p>6 40 years -- I've never considered myself a salary,</p> <p>7 because you actually had to work. So it is one and the</p> <p>8 same.</p> <p>9 Q. Okay. Now, after you left office as national</p> <p>10 president, did you become aware in 2019, with respect to</p> <p>11 Mr. Vargas, Ms. Martin, and Ms. Dunaway, that the board</p> <p>12 of directors had determined they had all been overpaid</p> <p>13 when their terms ended?</p> <p>14 A. I don't know who made that determination, but</p> <p>15 I know that it was discussed amongst the board of</p> <p>16 directors.</p> <p>17 Q. Okay. So you -- you had some awareness of</p> <p>18 that after you left office, right? It all happened</p> <p>19 after you left office?</p> <p>20 A. I had some awareness of it. I wasn't involved</p> <p>21 in it.</p> <p>22 Q. Okay. But these are the other members of your</p> <p>23 administration, right?</p> <p>24 A. Right. But I was not in constant contact with</p> <p>25 them. So I ...</p>
<p>187</p> <p>1 understanding of what the MEA is?</p> <p>2 A. It was compensation for meals and</p> <p>3 entertainment allowance that made up for what you were</p> <p>4 doing as a national president because you're on a leave</p> <p>5 of absence, and it somewhat correlated with what a</p> <p>6 flight attendant would make if they're working.</p> <p>7 Q. All right. And did you receive payments that</p> <p>8 covered the MEA with your -- with your regular paycheck?</p> <p>9 A. I believe I did.</p> <p>10 Q. Okay. And do you remember if, as part of</p> <p>11 submitting your paperwork to the Union, your weekly or</p> <p>12 monthly paperwork, whether you had forms or documents</p> <p>13 that supported a claim for MEA or if it was just</p> <p>14 automatic, a certain amount every month or every two</p> <p>15 weeks?</p> <p>16 A. I believe that it was the same every two</p> <p>17 weeks. I don't recall it varying based on receipts, but</p> <p>18 I could be wrong. That has been some time now.</p> <p>19 Q. Okay. Okay. And, in addition, as national</p> <p>20 president, you received an annual salary from the APFA,</p> <p>21 correct?</p> <p>22 A. Yes. There has been some controversy as to</p> <p>23 whether it's a salary or it's specified pay, but, yes.</p> <p>24 Q. Okay. Well, are you familiar what the Policy</p> <p>25 Manual defines the term "annual salary"?</p>	<p>189</p> <p>1 Q. Well, you've claimed in this lawsuit they were</p> <p>2 part of a political faction that you're a part of,</p> <p>3 right?</p> <p>4 A. I don't understand that. What do you mean?</p> <p>5 Q. Okay.</p> <p>6 A. They are part of our -- part of our -- our</p> <p>7 slate. I don't know. No.</p> <p>8 Q. Okay. And do you recall that the essence of</p> <p>9 the overpayment that had been asserted with respect to</p> <p>10 them was that MEA and SAF had been added into their</p> <p>11 salary for purposes of determining their sick pay and</p> <p>12 vacation pay when they left office?</p> <p>13 A. I wasn't a part of that discussion or what it</p> <p>14 was, but I know that there -- the questions evolved</p> <p>15 around MEAs, SAF, or calculations.</p> <p>16 Q. Okay. And do you remember seeing a hotline</p> <p>17 from the APFA describing a board of directors meeting</p> <p>18 that had determined there was that form of overpayment</p> <p>19 to Mr. Vargas, Ms. Dunaway, and Ms. Martin?</p> <p>20 A. I believe there was a communication that was</p> <p>21 put out by the administration at that time.</p> <p>22 MR. BARTOS: Okay. If we could mark as</p> <p>23 Exhibit 21.</p> <p>24 (Deposition Exhibit 21 marked)</p> <p>25 Q. I'd just ask you to take a look at it, and</p>

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<p style="text-align: right;">190</p> <p>1 I'll ask you a question about it.</p> <p>2 A. (Reviewing Exhibit 21).</p> <p>3 Q. Have you had a chance to read Deposition</p> <p>4 Exhibit 21, Mr. Ross?</p> <p>5 A. I have.</p> <p>6 Q. Okay. I'll just -- for the record, at the</p> <p>7 very bottom right-hand corner, there are some numbers.</p> <p>8 It says Ross/Vargas 000791. That's -- our firm put that</p> <p>9 number on it. So I'm not asking you about that, sir.</p> <p>10 But looking at just the -- the typed portion, it appears</p> <p>11 to be a document dated August 26, 2019, APFA Board of</p> <p>12 Directors Special Meeting.</p> <p>13 Is this the communication that you recalled</p> <p>14 seeing regarding the determination of overpayment to</p> <p>15 Mr. Vargas, Ms. Martin, and Ms. Dunaway?</p> <p>16 A. I've seen a lot of communications. This</p> <p>17 appears to be a hotline that I may or may not have read.</p> <p>18 But I do -- I do recall this conversation.</p> <p>19 Q. Okay. So the -- just -- and just looking at</p> <p>20 the first paragraph, which starts off referring to a</p> <p>21 special meeting of the board of directors and then goes</p> <p>22 on to say, "The BOD also determined that the</p> <p>23 overpayments to these officers should be recovered and</p> <p>24 that APFA be made whole." Do you see that?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">192</p> <p>1 Q. Okay. Do you recall being aware of the board</p> <p>2 of directors passing a resolution along the lines as</p> <p>3 reflected in Exhibit 22?</p> <p>4 A. I don't recall. I was not on the board of</p> <p>5 directors at that time. So I don't recall,</p> <p>6 specifically.</p> <p>7 Q. Okay. Do you know an individual named Craig</p> <p>8 Gunter?</p> <p>9 A. I do.</p> <p>10 Q. And are you aware that an affidavit by</p> <p>11 Mr. Gunter was filed in this case within the last couple</p> <p>12 months?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Did you have a discussion with</p> <p>15 Mr. Gunter about his affidavit?</p> <p>16 A. I didn't have a discussion. I believe my</p> <p>17 attorney did.</p> <p>18 Q. Okay. And if you look at Exhibit 22, it</p> <p>19 indicates in the upper -- in the box on the left-hand</p> <p>20 side, it says the maker of the resolution was Gunter.</p> <p>21 A. Uh-huh.</p> <p>22 Q. Mr. -- was Mr. Gunter on the -- on the board</p> <p>23 at that time?</p> <p>24 A. Mr. Gunter was the treasurer of APFA at the</p> <p>25 time.</p>
<p style="text-align: right;">191</p> <p>1 Q. Okay. So is that part of the substance of</p> <p>2 what you became aware of in this 2019 time period?</p> <p>3 A. I was aware that there was a discussion about</p> <p>4 it, yes.</p> <p>5 Q. Okay. And that at that point in time in 2019,</p> <p>6 that discussion, as far as you knew, didn't involve you;</p> <p>7 it involved other people. Is that right?</p> <p>8 A. It did not involve me.</p> <p>9 Q. Okay. And did you ever see the board of</p> <p>10 directors' resolution on the topic that it referred to</p> <p>11 in that hotline?</p> <p>12 A. In twenty -- I don't. I don't know exactly</p> <p>13 which one you're referring to.</p> <p>14 Q. Okay. Well, let me just ask you just so we</p> <p>15 can see if you've seen it before.</p> <p>16 MR. BARTOS: If we can mark as</p> <p>17 Exhibit 22, please.</p> <p>18 (Deposition Exhibit 22 marked)</p> <p>19 A. (Reviewing Exhibit 22).</p> <p>20 Q. Have you had a chance to read Exhibit 22, sir?</p> <p>21 A. I just did.</p> <p>22 Q. Do you recall seeing this document before?</p> <p>23 A. I don't. I don't recall, specifically --</p> <p>24 Q. Okay.</p> <p>25 A. -- at that time.</p>	<p style="text-align: right;">193</p> <p>1 Q. Okay. All right. Okay. Did you become aware</p> <p>2 that the APFA Executive Committee, after that board of</p> <p>3 directors' resolution, passed its own resolution about</p> <p>4 taking action to file suit to collect funds from</p> <p>5 Mr. Vargas, Ms. Martin, and Ms. Dunaway?</p> <p>6 A. Can you repeat that question?</p> <p>7 Q. Sure. Did you become aware in 2019 that the</p> <p>8 Executive Committee of APFA passed a resolution</p> <p>9 regarding filing a civil lawsuit against Mr. Vargas,</p> <p>10 Ms. Martin, or Ms. Dunaway if they didn't pay the</p> <p>11 amounts owed?</p> <p>12 A. That discussion wasn't with me, so I don't</p> <p>13 know what their private discussions were.</p> <p>14 Q. What about a resolution that they passed in</p> <p>15 their official capacity? Were you aware of that?</p> <p>16 A. I was not involved at that time, so I can't</p> <p>17 say that I was aware of any resolutions passed in 2019.</p> <p>18 Q. Okay. And did there come a point in 2020 that</p> <p>19 you learned the board of directors or members of the</p> <p>20 board of directors had a concern that maybe you had been</p> <p>21 overpaid in the same way as Mr. Vargas, Ms. Martin, and</p> <p>22 Ms. Dunaway?</p> <p>23 A. I received an email or a letter. In November</p> <p>24 of 2020 was the first I had heard of any questions about</p> <p>25 my payment when I left office.</p>

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<p style="text-align: right;">194</p> <p>1 Q. And that was a letter from Erik Harris?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And was the email also from Erik Harris</p> <p>4 or from somebody else, if you remember?</p> <p>5 A. There were emails as well from Erik Harris.</p> <p>6 I'd have to look back in my records to find out --</p> <p>7 figure out exactly the dates and what those emails were.</p> <p>8 Q. Do you remember a letter from around November,</p> <p>9 sometime in November of 2020?</p> <p>10 A. I do.</p> <p>11 Q. Okay. And do you remember that you were</p> <p>12 provided with a deadline to -- to make payment --</p> <p>13 payment arrangements?</p> <p>14 A. I recall him making demand of payment</p> <p>15 arrangements that was not the same as how the other</p> <p>16 three officers were given their abilities to make</p> <p>17 payments. I was given a deadline to make a payment.</p> <p>18 Q. Okay. And you did not make that payment,</p> <p>19 correct?</p> <p>20 A. I offered to make payments to the Union until</p> <p>21 the actual amount could be verified and corroborated</p> <p>22 between all parties.</p> <p>23 Q. And your offer was to pay \$100 per month; is</p> <p>24 that right?</p> <p>25 A. You are correct.</p>	<p style="text-align: right;">196</p> <p>1 first, or the dispute about overpayment first.</p> <p>2 I think you've already -- well, it's correct</p> <p>3 that the Policy Manual describes that national officers,</p> <p>4 among other things, are entitled to an annual salary.</p> <p>5 Is that right?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. And national officers are also entitled</p> <p>8 to certain benefits such as vacation pay, retirement</p> <p>9 benefits, sick time, et cetera?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And the Policy Manual provides a way</p> <p>12 for vacation allowance to be paid for unused vacation at</p> <p>13 the end of every fiscal year; is that right?</p> <p>14 A. The unused, yes.</p> <p>15 Q. Unused.</p> <p>16 And also to be paid at the end of an officer's</p> <p>17 term?</p> <p>18 A. There are provisions to pay unused sick and</p> <p>19 vacation at the end of an officer's normal term.</p> <p>20 Q. Okay. And for both sick and vacation, those</p> <p>21 payments at the end of the fiscal year or the end of a</p> <p>22 term are calculated on -- basically it's prorated based</p> <p>23 on the annual salary. Is that correct?</p> <p>24 A. That is correct.</p> <p>25 Q. Okay. And that's all set forth in the Policy</p>
<p style="text-align: right;">195</p> <p>1 Q. All right. And that offer was not accepted,</p> <p>2 was it?</p> <p>3 A. It was -- from my recollection, Erik Harris</p> <p>4 told me that he did not accept that payment, nor did he</p> <p>5 at that point accept any payments other than the full</p> <p>6 amount paid by January 10th, which was less than 60 days</p> <p>7 from my original notice.</p> <p>8 Q. And there came a point when there was a</p> <p>9 lawsuit filed against you in state court in Texas for</p> <p>10 collecting the money that was alleged to be owed,</p> <p>11 correct?</p> <p>12 A. I don't know how I'd describe what it was.</p> <p>13 There was a collections. We were sent to collections.</p> <p>14 I know that we were -- I was not given the same</p> <p>15 privilege or payment options that the other three</p> <p>16 officers were given. I remember them sending it to</p> <p>17 collections and myself disputing it. I don't remember</p> <p>18 the dates that any lawsuits were ever filed. But ...</p> <p>19 Q. All right. And -- and your -- your view is</p> <p>20 that you were not overpaid; is that fair to say?</p> <p>21 A. It's my view I was not overpaid.</p> <p>22 Q. Okay. And I'll get to this later. But, in</p> <p>23 fact, your view was you were underpaid; is that right?</p> <p>24 A. It is my view I was underpaid.</p> <p>25 Q. Okay. I want to talk about the overpayment</p>	<p style="text-align: right;">197</p> <p>1 Manual, right?</p> <p>2 A. There is a provision in the Policy Manual for</p> <p>3 normal end-of-term circumstances.</p> <p>4 Q. Okay. And would you also agree with me that</p> <p>5 just under the Policy Manual, okay, that MEA and SAF are</p> <p>6 not part of annual salary?</p> <p>7 A. I don't know. I'm not -- I wasn't the</p> <p>8 treasurer, so I don't -- I don't know what ...</p> <p>9 MR. BARTOS: If we could mark as -- I'm</p> <p>10 sorry. I keep forgetting the number.</p> <p>11 (Deposition Exhibit 23 marked)</p> <p>12 Q. If you could look at Exhibit 23, sir, I have a</p> <p>13 few questions.</p> <p>14 A. (Reviewing Exhibit 23).</p> <p>15 Q. Have you had a chance to look at Exhibit 23,</p> <p>16 sir?</p> <p>17 A. I have not read every word of it. I take it</p> <p>18 that this is a copy of what's in the Policy Manual.</p> <p>19 Q. And just for the record, this is a copy of, as</p> <p>20 reflected on the cover page, the Policy Manual and then</p> <p>21 Section 6 of the excerpts. And I'm going to ask you</p> <p>22 some questions about your Transition Agreement, but I</p> <p>23 want you to look at the Policy Manual first, if you</p> <p>24 wouldn't mind. And if you look at Section 6, it says</p> <p>25 "National Officer Salaries and Benefits." Do you see</p>

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<p style="text-align: right;">198</p> <p>1 that?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And then there is an overall policy</p> <p>4 statement at the first -- right after that, and then</p> <p>5 there is Section A. It says "Salaries." Do you see</p> <p>6 that?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And that's Section A, Salaries.</p> <p>9 Section A.1. defines the annual salary of the national</p> <p>10 president, correct?</p> <p>11 A. It says, "The salary of the National</p> <p>12 President," yes.</p> <p>13 Q. Okay. And A.1 says, "National Officers shall</p> <p>14 be considered salaried employees of the APFA and, as</p> <p>15 such, shall be entitled to annual salaries, payable</p> <p>16 semi-monthly." Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And are you aware that when Mr. Vargas</p> <p>19 calculated his own sick pay -- or his unused sick and</p> <p>20 unused vacation at the end of the fiscal year in 2018,</p> <p>21 he calculated his amount by adding MEA and SAF payments</p> <p>22 he received to his annual salary and then dividing that</p> <p>23 by 365 for a daily rate? Are you aware of that?</p> <p>24 A. I was not aware of anything having to do with</p> <p>25 his salary. I was not the president at the time, nor</p>	<p style="text-align: right;">200</p> <p>1 Q. The Transition Agreement?</p> <p>2 A. The Transition Agreement.</p> <p>3 Q. And after you left, Mr. Vargas remained as</p> <p>4 treasurer, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And Mr. Vargas calculated your vacation --</p> <p>7 your unused vacation and unused sick payout, correct,</p> <p>8 after you left office?</p> <p>9 A. He did.</p> <p>10 Q. Okay. And with respect to the sick and</p> <p>11 vacation pay calculations, Mr. Vargas took your annual</p> <p>12 salary, added in the MEA and SAF, and then divided that</p> <p>13 by 365 to get the daily rate for each of your accrued</p> <p>14 unused vacation and sick pay, right?</p> <p>15 A. It's my understanding that that's pretty close</p> <p>16 to an accurate description.</p> <p>17 Q. And that's how the dispute about whether that</p> <p>18 was appropriate is part of what you're -- we're</p> <p>19 disputing in this lawsuit, right? You say that was</p> <p>20 appropriate; APFA says it was not. Correct?</p> <p>21 A. Repeat that question.</p> <p>22 Q. Sure. Let me -- let me -- we don't need to go</p> <p>23 there.</p> <p>24 So let's just talk about that -- that part.</p> <p>25 That -- that calculation using the MEA and the SAF as</p>
<p style="text-align: right;">199</p> <p>1 was I in office. So I'm not aware of what he did in his</p> <p>2 own agreement or Transition Agreement or his own</p> <p>3 end-of-term payouts.</p> <p>4 Q. Okay. Sitting here today, you don't know how</p> <p>5 he calculated his own vacation and sick payout in this</p> <p>6 lawsuit in which you're both -- you're both parties?</p> <p>7 A. I know that he calculated a payment for him</p> <p>8 and the other three officers, and I know that he had</p> <p>9 made arrangements to repay that as a condition that --</p> <p>10 that was set forth within his agreement with APFA.</p> <p>11 Q. But your -- your -- your testimony is you're</p> <p>12 not sure how it was that -- what formula Mr. Vargas used</p> <p>13 that was an overpayment for himself or the others. You</p> <p>14 just don't know; is that right?</p> <p>15 A. I can't -- I can't make a verification</p> <p>16 specific to what calculation he used for his own.</p> <p>17 Q. Okay.</p> <p>18 A. I was only concerned with how I was paid.</p> <p>19 Q. Okay. And let's talk about how you were paid.</p> <p>20 Mr. Vargas -- you left office under the</p> <p>21 Transition Agreement, right? It was before the end of</p> <p>22 what would have been the normal end of your term,</p> <p>23 correct?</p> <p>24 A. I left office under an agreement with the</p> <p>25 board of directors, yes.</p>	<p style="text-align: right;">201</p> <p>1 part of the formula to reach the daily pay, that</p> <p>2 resulted in what the APFA says is an overpayment of</p> <p>3 about \$5,400, correct?</p> <p>4 A. I don't -- to be honest with you, I don't know</p> <p>5 what APFA designated as their reasoning. I have not</p> <p>6 been able to get an actual breakdown of exactly dollar</p> <p>7 for dollar what it was that I was overpaid.</p> <p>8 Q. Okay. You have seen an overpayment</p> <p>9 calculation?</p> <p>10 A. I have seen several calculations.</p> <p>11 Q. All right. And you've seen a memo from</p> <p>12 Hal O'Neil, correct? Confidential memo?</p> <p>13 A. These are two different -- two different</p> <p>14 questions you're asking.</p> <p>15 Q. Yeah, I'm asking you two different questions.</p> <p>16 A. Okay.</p> <p>17 Q. You've seen the overpayment -- you've seen an</p> <p>18 overpayment calculation, right?</p> <p>19 A. I've seen -- I've seen a demand of an</p> <p>20 overpayment. I've seen several pages of charts and</p> <p>21 graphs that I had asked several times of Erik Harris to</p> <p>22 explain them. And he not only could not but would not</p> <p>23 explain each one of those charts and graphs and how they</p> <p>24 came to that. And then a year and a half or 18 months</p> <p>25 or so later, I saw a memo from Hal O'Neil. That's how I</p>

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<p style="text-align: right;">202</p> <p>1 recall it. But I've never seen a specific breakdown of</p> <p>2 exactly dollar for dollar of how it was to be</p> <p>3 calculated.</p> <p>4 Q. Just bear with me one second.</p> <p>5 I'm going to ask you to -- so it's your</p> <p>6 testimony today that you never saw the overpayment</p> <p>7 calculation that was attached to a memorandum from</p> <p>8 Hal O'Neil? That's your testimony here today on</p> <p>9 March 15th?</p> <p>10 A. You put two into one with your question there</p> <p>11 because you said that I've never seen a calculation that</p> <p>12 was put forward by Hal O'Neil. Correct?</p> <p>13 MR. BARTOS: Can you read back the</p> <p>14 question.</p> <p>15 (Requested text was read)</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Did something come up in between your</p> <p>18 testimony on February 1st and today that leads you to</p> <p>19 have that answer today, as opposed to February 1st?</p> <p>20 A. It's probably in how you stated it because you</p> <p>21 stated that there were calculations that were attached</p> <p>22 to a memo from Hal O'Neil. And I have never had any</p> <p>23 calculations attached to any memo from Hal O'Neil.</p> <p>24 I've had charts and graphs that I've asked</p> <p>25 APFA to explain to me, and I've had a memo from Hal</p>	<p style="text-align: right;">204</p> <p>1 out on certain items, such as sick, cannot be</p> <p>2 corroborated with the actual sick pay that I was</p> <p>3 entitled to. The sick and vacation were to be paid on</p> <p>4 all accrued and unused sick and vacation, not specified</p> <p>5 by policy.</p> <p>6 To my knowledge, the vacation time was paid</p> <p>7 based on the difference between the vacation I had</p> <p>8 accrued and that I had used, without condition of policy</p> <p>9 stating that it's only 18 days. I was paid all of my</p> <p>10 unused but accrued sick and vacation -- pardon me --</p> <p>11 vacation only.</p> <p>12 As far as the sick goes, that too was to be</p> <p>13 calculated at the same, all of the accrued and unused,</p> <p>14 yet in those charts that I was provided, it appears that</p> <p>15 I was only paid per policy on my sick of 12 days and not</p> <p>16 my full accrued of 18 days.</p> <p>17 I did not use any sick time, nor was as APFA</p> <p>18 provided in documentation that shows that I used any</p> <p>19 sick time during that period of time. So I would still</p> <p>20 be owed six sick days from fiscal year 2016-'17 and six</p> <p>21 sick days for 2017-2018.</p> <p>22 Q. Okay. I want to -- I'm trying to ask you</p> <p>23 about the amount when Erik Harris sent you a letter</p> <p>24 saying you had received an overpayment and he asked for</p> <p>25 that to be paid back. That was approximately \$5,400,</p>
<p style="text-align: right;">203</p> <p>1 O'Neil, but it is -- when I was given the charts and</p> <p>2 graphs by APFA, Erik Harris, and by the collection</p> <p>3 agency who sent me all of the documents APFA had sent</p> <p>4 them, there was no attachment from Hal O'Neil. It was</p> <p>5 just a bunch of charts and graphs that could have been</p> <p>6 put together by anyone.</p> <p>7 Q. But my question is there is nothing -- you</p> <p>8 haven't learned some new information, from February 1st</p> <p>9 until today, about whether or not you received an --</p> <p>10 calculations by Hal O'Neil regarding your overpayment?</p> <p>11 A. I'm -- I don't -- I'm not going to say that I</p> <p>12 received any calculations specific from Hal O'Neil. The</p> <p>13 document that I received was, from Hal O'Neil, that I</p> <p>14 was paid correctly.</p> <p>15 Q. Okay. All right. I'd like to -- tell me as</p> <p>16 best you can in your own words why you feel that APFA is</p> <p>17 incorrect in claiming that you were overpaid by</p> <p>18 approximately \$5,400 in connection with your sick and</p> <p>19 vacation payout. Why is the Union wrong?</p> <p>20 A. The Union is wrong on several fronts. I've</p> <p>21 never been given, specifically, in those charts and</p> <p>22 graphs, how they came up with the exact \$5,400. The</p> <p>23 charts and graphs state an overpayment yet the memo from</p> <p>24 Hal O'Neil states I was paid correctly.</p> <p>25 Secondly, the numbers that were used to pay</p>	<p style="text-align: right;">205</p> <p>1 right? Do you remember that?</p> <p>2 A. Approximately 5,400.</p> <p>3 Q. You got that letter in November, and he said</p> <p>4 you needed to pay it back by January, right?</p> <p>5 A. Yes. I was given less than 60 days to pay it</p> <p>6 back in full, and they denied my \$100 a month.</p> <p>7 Q. I just want to ask you about the \$5,400 --</p> <p>8 A. Okay.</p> <p>9 Q. -- and why -- why, in your view, that was</p> <p>10 wrong. Okay.</p> <p>11 And is -- is your view of why that's wrong</p> <p>12 just the answer that you've just given me, or is</p> <p>13 there -- can you speak specifically to the \$5,400 to why</p> <p>14 you think that's incorrect?</p> <p>15 A. It appeared at the time, and it still does, is</p> <p>16 that I was being held to the same standards as the other</p> <p>17 three officers, that I was to be paid per policy at the</p> <p>18 end of term. And that was not the agreement in my</p> <p>19 Transition Agreement, nor was it ever an agreement made</p> <p>20 between myself, the board, or APFA's counsel when I</p> <p>21 agreed to resign early.</p> <p>22 Q. Okay. Now, you've testified to sort of what</p> <p>23 were the correct number of days for which you should</p> <p>24 have been paid, how many sick days, how many vacation</p> <p>25 days. Right? You were saying that you were -- there</p>

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<p style="text-align: right;">206</p> <p>1 were six sick days in 2016-'17 you should have been paid</p> <p>2 for that you were not, six in 2017-2018, right? The</p> <p>3 number of days, it was -- it was an issue where you</p> <p>4 think the Union got it wrong; is that fair to say?</p> <p>5 A. In investigating this entire thing, that is</p> <p>6 what I --</p> <p>7 Q. Okay.</p> <p>8 A. -- had discovered.</p> <p>9 Q. Okay. I want to ask you about a separate</p> <p>10 thing, which is the dollar value of each day of sick and</p> <p>11 vacation for which you were paid out. Okay.</p> <p>12 And you understand that with respect to the</p> <p>13 other officers, I think, as you just testified, for</p> <p>14 Mr. Vargas, Ms. Martin, and Ms. Dunaway, the Union took</p> <p>15 the position they were paid too many dollars per day for</p> <p>16 their accrued sick and vacation. Right?</p> <p>17 A. That's their -- that's my understanding of</p> <p>18 their recollection.</p> <p>19 Q. Okay.</p> <p>20 A. I don't --</p> <p>21 Q. Okay.</p> <p>22 A. I don't know.</p> <p>23 Q. Your -- your view was your payout of dollars</p> <p>24 per day was to be calculated differently than their --</p> <p>25 their payout of dollars per day; is that right? Is that</p>	<p style="text-align: right;">208</p> <p>1 Q. I'm looking for something that talks about the</p> <p>2 method or the formula to calculate those amounts. Is</p> <p>3 there anything in here that describes the method?</p> <p>4 A. There isn't anything in here that describes</p> <p>5 otherwise, either.</p> <p>6 Q. So it doesn't talk about anywhere, pro or con,</p> <p>7 about the method or formula for the dollar value of --</p> <p>8 A. I'm trying to get to --</p> <p>9 Q. Let me just -- let me just finish my question.</p> <p>10 A. I'm trying to get to that part of it here.</p> <p>11 Q. Let me just finish my question.</p> <p>12 There is nothing in here that describes in any</p> <p>13 way the dollar value of a particular sick day or</p> <p>14 vacation day when it's paid out to you pursuant to the</p> <p>15 agreement, right?</p> <p>16 A. From my recollection, in here there is no</p> <p>17 specific dollar amount under the Glading</p> <p>18 administration's or of this one was there ever made a</p> <p>19 dollar amount in any Transition Agreement. It is</p> <p>20 specified of what the payments are based on wording, not</p> <p>21 a dollar amount.</p> <p>22 Q. Okay. Now, I just want to ask you about your</p> <p>23 agreement and not Ms. Glading's agreement. Okay.</p> <p>24 And my question is not about a dollar amount</p> <p>25 but about the formula or the method to calculate the</p>
<p style="text-align: right;">207</p> <p>1 fair to say?</p> <p>2 A. My end of term was different than theirs, and</p> <p>3 my end of term was an agreement that was made between</p> <p>4 myself and the board.</p> <p>5 Q. But what I'm asking you is that your view is</p> <p>6 that the formula for the calculation of the dollar value</p> <p>7 of a sick day for you, that formula was different or</p> <p>8 should have been different than what it should have been</p> <p>9 for Mr. Vargas, for example?</p> <p>10 A. I believe that mine -- my calculation would</p> <p>11 have been based on the full pay. The agreement was that</p> <p>12 I was to be made whole, and that's on record in other</p> <p>13 arbitrations, and it was our agreement when we left is</p> <p>14 that I would be made whole by resigning early.</p> <p>15 Q. Okay. And if you could look at your</p> <p>16 Transition Agreement. Just to make sure we're looking</p> <p>17 at the same document, you're looking at exhibit -- what</p> <p>18 is the exhibit number on yours there, sir?</p> <p>19 A. I'm showing 20 on this, if that's ...</p> <p>20 Q. Okay. On Exhibit 20. And can you point to</p> <p>21 me where in Exhibit 20 there is a discussion of what</p> <p>22 your -- the dollar value of your payout of sick and</p> <p>23 vacation pay should be calculated?</p> <p>24 A. If you're looking for an actual number within</p> <p>25 here, it was not specified in here. It was agreed upon.</p>	<p style="text-align: right;">209</p> <p>1 dollar value of an unused sick or unused vacation time</p> <p>2 for the payout.</p> <p>3 Just to be clear, there is nothing in this</p> <p>4 Exhibit 20 that defines the formula to use to calculate</p> <p>5 that dollar value per day, is there?</p> <p>6 A. There is nothing -- nothing specific in this</p> <p>7 Transition Agreement that specifies the use of a</p> <p>8 calculation.</p> <p>9 Q. And when your accrued and unused sick and</p> <p>10 accrued and unused vacation time were paid out to you</p> <p>11 after you signed this agreement, that was all determined</p> <p>12 by Mr. Vargas, right? He made the calcu -- he made the</p> <p>13 calculation. He was treasurer at the time, right?</p> <p>14 A. It was understood to me that Mr. Vargas only</p> <p>15 saw the details of my Transition Agreement that affected</p> <p>16 pay and that he was advised by APFA counsel.</p> <p>17 Q. Okay. My question was, but he was the</p> <p>18 treasurer who was in charge of making the payments to</p> <p>19 you pursuant to the Transition Agreement, right?</p> <p>20 A. I'm not sure that's the question that you</p> <p>21 asked. She could read back the question that was asked.</p> <p>22 Q. Can you just answer the question I just asked</p> <p>23 just now.</p> <p>24 A. Well, then, can you please repeat it, then.</p> <p>25 My apologies.</p>

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<p style="text-align: right;">210</p> <p>1 MR. BARTOS: If I can ask the court</p> <p>2 reporter, please.</p> <p>3 (Requested text was read)</p> <p>4 A. It's my understanding he was the treasurer who</p> <p>5 was authorized to disburse the payments.</p> <p>6 Q. Okay. And you received the payments that you</p> <p>7 did receive under the Transition Agreement during the</p> <p>8 time that Mr. Vargas was treasurer; is that right?</p> <p>9 A. No.</p> <p>10 Q. Okay. Did you receive some of them while</p> <p>11 Mr. Vargas was treasurer and some after he was</p> <p>12 treasurer?</p> <p>13 A. That's correct.</p> <p>14 Q. Okay. And Mr. Gunter was treasurer after</p> <p>15 Mr. Vargas, right?</p> <p>16 A. That's correct.</p> <p>17 Q. Okay. And there was some -- some portion</p> <p>18 of the payment you received under the Transition</p> <p>19 Agreement -- Agreement was authorized by Mr. Gunter,</p> <p>20 right?</p> <p>21 A. Yes.</p> <p>22 Q. And was that your moving expense?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. But your -- the other expenses, the</p> <p>25 other payments you received besides the moving expense,</p>	<p style="text-align: right;">212</p> <p>1 Q. Okay. But you didn't prepare this document,</p> <p>2 Exhibit 24?</p> <p>3 A. I myself did not prepare this document, no.</p> <p>4 Q. Did you review it before it was filed in</p> <p>5 court?</p> <p>6 A. I did.</p> <p>7 Q. Okay. Is it -- okay. Sorry. Go ahead.</p> <p>8 Can you describe for me what it -- what it's</p> <p>9 supposed to represent, or don't you know?</p> <p>10 A. I -- you know, I'm not an accountant, and so</p> <p>11 I'm -- I'm not exactly sure it's showing my accrued and</p> <p>12 unused vacation and sick for the two years I was in</p> <p>13 office.</p> <p>14 Q. All right. I don't have anything further</p> <p>15 about 24. Now, since you've -- I have no further</p> <p>16 questions about that, sir.</p> <p>17 Since the time that you left office as</p> <p>18 national president, so from roughly March 2018 to the</p> <p>19 present, okay, have you been called into any meetings</p> <p>20 with American Airlines management about potential</p> <p>21 discipline for yourself?</p> <p>22 A. I have been called into the office for a</p> <p>23 discussion. I don't recall it being potential</p> <p>24 discipline for me, but I was called in.</p> <p>25 Q. Okay. And was that just on one occasion or</p>
<p style="text-align: right;">211</p> <p>1 were made while Mr. Vargas was treasurer?</p> <p>2 A. That's my -- to my knowledge, yes.</p> <p>3 Q. Okay.</p> <p>4 (Deposition Exhibit 24 marked)</p> <p>5 Q. Let me know once you've had a chance to look</p> <p>6 at 24, sir.</p> <p>7 A. Okay.</p> <p>8 Q. Have you ever seen the document that's been</p> <p>9 marked as Exhibit 24?</p> <p>10 A. I don't recall this specific document.</p> <p>11 Q. Okay. I'll just represent to you this was</p> <p>12 filed by your lawyer in this court case as part of a</p> <p>13 prior motion. And I'm just asking so are you familiar</p> <p>14 with some of this but not all of it? I'm trying to</p> <p>15 understand what it is you may not have seen before.</p> <p>16 A. I received several pages of different charts</p> <p>17 and graphs, and those same charts and graphs were turned</p> <p>18 over to the collection agency, which I received a copy</p> <p>19 from them as well. This may have been one of those</p> <p>20 charts and graphs that ...</p> <p>21 Q. Okay. Do you believe you have a remaining</p> <p>22 balance due to you, under the Transition Agreement, of</p> <p>23 \$10,199.62?</p> <p>24 A. I believe it is an amount that is very close</p> <p>25 to that amount.</p>	<p style="text-align: right;">213</p> <p>1 more than one?</p> <p>2 A. I think, on two -- two occasions.</p> <p>3 Q. Okay. And what years were those occasions?</p> <p>4 A. 2023.</p> <p>5 Q. They were both in 2023?</p> <p>6 A. I don't recall.</p> <p>7 Q. Okay. And who was it from management that --</p> <p>8 that you met with?</p> <p>9 A. I met with my supervisor.</p> <p>10 Q. Was it a different person on the two meetings</p> <p>11 or the same person?</p> <p>12 A. I met with my supervisor and the base manager.</p> <p>13 Q. On both occasions?</p> <p>14 A. No. On one occasion, the supervisor. The</p> <p>15 other occasion was supervisor, base manager.</p> <p>16 Q. Okay. And which --</p> <p>17 A. I don't recall who all else was in there.</p> <p>18 Q. And was the supervisor in the first time and</p> <p>19 then more people on the second time?</p> <p>20 A. No. It was probably less. It was probably</p> <p>21 the other way around. I'm not sure.</p> <p>22 Q. Okay. Who is your supervisor?</p> <p>23 A. Hayle Hilke.</p> <p>24 Q. Can you spell that last name?</p> <p>25 A. No, I can't, to be honest with you. I think</p>

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<p style="text-align: right;">246</p> <p>1 agreement.</p> <p>2 Q. And Mr. Vargas only saw portions of your</p> <p>3 Transition Agreement prior to making calculations?</p> <p>4 A. I'm not sure what all he saw. As the</p> <p>5 treasurer he would have been privy to anything having to</p> <p>6 do economically in my Transition Agreement.</p> <p>7 Q. So if a miscalculation was made under your</p> <p>8 Transition Agreement, would it -- would it be fair to</p> <p>9 say that there is more than one person responsible for</p> <p>10 that miscalculation, seeing as the policies and</p> <p>11 procedures of APFA --</p> <p>12 A. Oh, absolutely.</p> <p>13 (Speaking simultaneously)</p> <p>14 THE WITNESS: Pardon.</p> <p>15 THE REPORTER: Hold on.</p> <p>16 THE WITNESS: I spoke over her.</p> <p>17 MS. PHILLIPS: I apologize as well. Go</p> <p>18 ahead.</p> <p>19 THE REPORTER: Give me your answer again.</p> <p>20 I'm sorry.</p> <p>21 A. Eugenio Vargas would have had other people</p> <p>22 overseeing his calculations and approving any payments</p> <p>23 that were made.</p> <p>24 Q. And this would have been accounting</p> <p>25 personnel --</p>	<p style="text-align: right;">248</p> <p>1 financial standpoint, there are checks and balances and</p> <p>2 processes that are used. And that was Eugenio Vargas</p> <p>3 and that entire section of APFA's wheelhouse. I</p> <p>4 didn't -- I didn't oversee that.</p> <p>5 Q. And you definitely didn't oversee it after you</p> <p>6 left?</p> <p>7 A. Well, I could not. I could not have.</p> <p>8 Q. And did not?</p> <p>9 A. I did not, other than -- no, I did not have</p> <p>10 anything to do with that.</p> <p>11 MR. BARTOS: I don't have anything</p> <p>12 further.</p> <p>13 MS. PHILLIPS: Do you have anything else?</p> <p>14 THE WITNESS: No.</p> <p>15 MS. PHILLIPS: I think we're finished.</p> <p>16 MR. BARTOS: We can go off the record.</p> <p>17 THE VIDEOGRAPHER: We're off record at</p> <p>18 11:44 a.m.</p> <p>19 (Off the video record)</p> <p>20 THE REPORTER: Would you put on the</p> <p>21 record if he is going to read and sign, please. I just</p> <p>22 need that for the federal rules.</p> <p>23 MS. PHILLIPS: If he is going to read and</p> <p>24 sign the errata again?</p> <p>25 THE REPORTER: Yes. Yes, ma'am. Just</p>
<p style="text-align: right;">247</p> <p>1 A. They would have been.</p> <p>2 Q. -- people who are licensed and authorized by</p> <p>3 the -- with accounting degrees, right?</p> <p>4 A. Well, the budget committee and -- and the</p> <p>5 bookkeepers and all that, I don't know what their</p> <p>6 degrees are. But, yes, the accountant, who has actual</p> <p>7 oversight for disbursements of this, would have those</p> <p>8 degrees.</p> <p>9 MS. PHILLIPS: I have no further</p> <p>10 questions.</p> <p>11 MR. BARTOS: I just have one more.</p> <p>12 EXAMINATION</p> <p>13 BY MR. BARTOS:</p> <p>14 Q. You've given some testimony about procedures</p> <p>15 and what might or might not have happened with</p> <p>16 Mr. Vargas's processing of the payments under the</p> <p>17 Transition Agreement.</p> <p>18 But once you left office, you don't have any</p> <p>19 personal knowledge of what Mr. Vargas did or who he</p> <p>20 talked to or what he looked at, because you were -- you</p> <p>21 were out of office, right? You don't have any personal</p> <p>22 knowledge of any of that?</p> <p>23 A. I don't -- even while I was in office, I</p> <p>24 didn't have any personal knowledge of -- of how</p> <p>25 calculations were made or -- I do know that from a</p>	<p style="text-align: right;">249</p> <p>1 state it for me.</p> <p>2 MS. PHILLIPS: Back on.</p> <p>3 THE REPORTER: You don't need to do it on</p> <p>4 video. I'll do it on the record.</p> <p>5 MS. PHILLIPS: Okay. Then, yeah, he will</p> <p>6 read and sign the errata sheet after -- after the</p> <p>7 allotted time to review.</p> <p>8 THE REPORTER: Thank you.</p> <p>9 (Proceedings adjourned at 11:44 a.m.)</p> <p>10 (Per Federal Rule of Civil Procedure</p> <p>11 30(e)(1), signature was requested by</p> <p>12 Counsel for the Witness before completion</p> <p>13 of the deposition)</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p style="text-align: right;">250</p> <p>1 CHANGES AND SIGNATURE</p> <p>2 WITNESS NAME: ROBERT ROSS, VOLUME 2</p> <p>DEPOSITION DATE: MARCH 15, 2024</p> <p>3 PAGELINE CHANGE/REASON</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 I, ROBERT ROSS, have read the foregoing deposition</p> <p>25 and hereby affix my signature that same is true and</p>	<p style="text-align: right;">252</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>FOR THE NORTHERN DISTRICT OF TEXAS</p> <p>2 FORT WORTH DIVISION</p> <p>3 ROBERT (BOB) ROSS §</p> <p>4 VS. § ACTION NO. 4:22-CV-343-Y</p> <p>5 ASSOCIATION OF §</p> <p>PROFESSIONAL FLIGHT §</p> <p>6 ATTENDANTS, ET AL. §</p> <p>7 AND §</p> <p>8 EUGENIO VARGAS §</p> <p>9 VS. § ACTION NO. 4:22-CV-430-Y</p> <p>10 ASSOCIATION OF §</p> <p>PROFESSIONAL FLIGHT §</p> <p>11 ATTENDANTS, ET AL. §</p> <p>12 REPORTER'S CERTIFICATION</p> <p>13 VIDEOTAPED ORAL DEPOSITION OF ROBERT ROSS</p> <p>14 VOLUME 2</p> <p>15 MARCH 15, 2024</p> <p>16 I, Angela L. Mancuso, Certified Shorthand Reporter</p> <p>17 in and for the State of Texas, hereby certify to the</p> <p>18 following:</p> <p>19 That the witness, ROBERT ROSS was duly sworn by the</p> <p>20 officer and that the transcript of the oral deposition</p> <p>21 is a true record of the testimony given by the witness;</p> <p>22 That the original deposition was delivered to</p> <p>23 Ms. Kerri Phillips for examination and signature by the</p> <p>24 witness;</p> <p>25 That the time used by the parties is as follows:</p>
<p style="text-align: right;">251</p> <p>1 correct, except as noted above.</p> <p>2</p> <p>3 _____</p> <p>SIGNATURE OF WITNESS</p> <p>4 STATE OF _____ x</p> <p>5 COUNTY OF _____ x</p> <p>6</p> <p>7 Before me, _____, on this day</p> <p>8 personally appeared ROBERT ROSS, known to me (or proved</p> <p>9 to me under oath or through _____) (description of</p> <p>10 identity card or other document) to be the person whose</p> <p>11 name is subscribed to the foregoing instrument and</p> <p>12 acknowledged to me that they executed the same for the</p> <p>13 purposes and consideration therein expressed.</p> <p>14 GIVEN UNDER MY HAND AND SEAL of office this</p> <p>15 ____ day of _____, 2024.</p> <p>16</p> <p>17</p> <p>18</p> <p>19 (Seal) _____</p> <p>Notary Public in and for the</p> <p>20 State of _____.</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">253</p> <p>1 MS. KERRI PHILLIPS: 6 minutes</p> <p>2 MR. JEFFREY A. BARTOS: 1 hour, 50 minutes</p> <p>3 I further certify that pursuant to FRCP Rule</p> <p>4 30(e)(1) that the signature of the deponent was</p> <p>5 requested by Counsel for the deponent before the</p> <p>6 completion of the deposition and that the signature is</p> <p>7 to be before any notary public and returned within</p> <p>8 30 days from date of receipt of the transcript. If</p> <p>9 returned, the attached Changes and Signature page</p> <p>10 contains any changes and the reasons therefor.</p> <p>11 I further certify that I am neither attorney or</p> <p>12 counsel for, nor related to or employed by, any of the</p> <p>13 parties to the action in which this deposition is taken,</p> <p>14 and further that I am not a relative or employee of any</p> <p>15 attorney or counsel employed by the parties hereto, or</p> <p>16 financially interested in the action.</p> <p>17 Certified to by me on this the 26th day of March,</p> <p>18 2024.</p> <p>19</p> <p>20</p> <p style="text-align: right;"><i>Angela L Mancuso</i></p> <p>21 _____</p> <p>ANGELA L. MANCUSO, CSR 4514</p> <p>Expiration Date: 10/31/24</p> <p>22 Stryker Reporting</p> <p>Firm Registration No. 806</p> <p>23 1450 Hughes Road, Suite 230</p> <p>Grapevine, Texas 76051</p> <p>24 (817) 494-0700</p> <p>25</p>



MARCH 14, 2024

Mr. Jeffrey A. Bartos, Esq.
Guerrieri, Bartos & Roma, PC
1900 M Street, N.W., Suite 700
Washington, D.C. 20036

RE: Civil Action No. 4:22-cv-343-Y; Robert (Bob) Ross vs. Association of Professional Flight Attendants, et al.

Dear Mr. Bartos:

Attached please find the errata page to the deposition of **Robert Ross**, which was received in our office on February 28, 2024.

The original transcript has not been returned.

By copy of this letter, I am serving all parties through their counsel with a copy of the executed errata page.

Best regards,

A handwritten signature in blue ink, appearing to read 'Tracy Kirkey', written over a light blue circular stamp.

Tracy J. Kirkey
production@strykerreporting.com

cc: Ms. Kerri Phillips, Esq.
Ms. Charlette L. Broderick, Esq.

Robert Ross

2/1/2024

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CHANGES AND SIGNATURE

WITNESS NAME: ROBERT ROSS, VOLUME 1

DEPOSITION DATE: FEBRUARY 1, 2024

PAGELINE CHANGE/REASON

49-2 "I do not recall"/confusing question,clarifying
answer

51-5 "signed and handed to me"/ confusing, asked and
answered,clarifying answer.

57-18 "I see that"/clarification

60-22 "I don't know" confusing series of questions

60-24 "I don't know" confusing series of questions

60-8 "I don't know" confusing series of questions

59-6 "I don't know" confusing series of questions

59-3 "I don't know" confusing series of questions

58-22 "I don't know" confusing series of questions

58-19 "I don't know" confusing series of questions

58/13-14 "I don't know" confusing series of questions

57-24 "I don't know" confusing series of questions

68-7 "At least 2"/ clarification, later recollection

I, ROBERT ROSS, have read the foregoing deposition
and hereby affix my signature that same is true and

STRYKER REPORTING SERVICES

(817) 494-0700

APPX. 0598

Robert Ross

2/1/2024

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CHANGES AND SIGNATURE

WITNESS NAME: ROBERT ROSS, VOLUME 1
DEPOSITION DATE: FEBRUARY 1, 2024
PAGELINE CHANGE/REASON

68-7

I, ROBERT ROSS, have read the foregoing deposition
and hereby affix my signature that same is true and

Robert Ross

2/1/2024

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correct, except as noted above.



Robert Ross

SIGNATURE OF WITNESS

STATE OF TEXAS x

COUNTY OF WILLIAMSON x

Before me, Lashondra Gant, on this day
personally appeared ROBERT ROSS, known to me (or proved
to me under oath or through DRIVERS LICENSE) (description of
identity card or other document) to be the person whose
name is subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this
27 day of February, 2024.



Notary Public in and for the
State of Texas.

This notarial act was an online notarization



APRIL 15, 2024

Ms. Charlette L. Broderick, Esq.
Association of Professional Flight Attendants
1004 West Eules Boulevard
Eules, Texas 76040

Re: Civil Action No. 4:22-CV-343-Y; Robert (Bob) Ross vs. Association of Professional Flight Attendants, et al.

Dear Ms. Broderick,

Enclosed please find the original transcript to the deposition of **Robert Ross, Vol. 2**, taken March 15, 2024. It was received in our office on April 12, 2024, and has been sealed by Stryker Reporting Services according to Rule 30(f)(1) of the Federal Rules of Civil Procedure.

By copy of this letter, I am serving all parties with a copy of the errata page.

The originals will be retained by you for safekeeping and use at trial.

Please do not hesitate to contact our office should you have any questions or concerns.

Best regards,

A handwritten signature in blue ink, appearing to read 'Tracy J. Kirkey'.

Tracy J. Kirkey
production@strykerreporting.com

cc: Ms. Kerri Phillips, Esq.
Mr. Jeffrey A. Bartos, Esq.

Robert Ross, Vol. 2


3/15/2024

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correct, except as noted above.

STATE OF Texas x

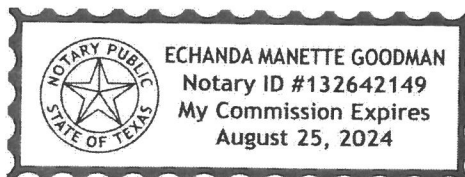
COUNTY OF Jefferson x


SIGNATURE OF WITNESS
Robert A. Ross who produced California
drivers license as identification

Before me, E'Chanda Manette Goodman, Notary Public, on this day
personally appeared ROBERT ROSS, known to me (or proved
to me under oath or through California drivers license) (description of
identity card or other document) to be the person whose
name is subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this
11th day of April, 2024.

(Seal)



E'Chanda Manette Goodman
Notary Public in and for the
State of Texas
E'Chanda Manette Goodman
Remote Online Notary Public
State of Texas, Jefferson County

This notarial act was an online notarization
along with multi-factor authentication and
using audio/video recording.

Robert Ross, Vol. 2

3/15/2024

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CHANGES AND SIGNATURE

WITNESS NAME: ROBERT ROSS, VOLUME 2

DEPOSITION DATE: MARCH 15, 2024

PAGELINE

CHANGE/REASON

242/5-7 Clarification substitute "Mr. Vargas's mistake" for
"someone's mistake" because I do not have personal
knowledge of who authorized or calculated payments
made to pay me on my Transition Agreement.

I am not qualified to testify on that matter.

244/8-11 Clarification as I have no personal knowledge about
who calculated and made decisions about my payments
under the Transition Agreement and I am not
qualified to testify on that issue and I did not
have any of my personal financial documents in front
of me to confirm these numbers as I did when I
originally testified and signed this affidavit.
"Well I do not know. A mistake was made on what
days--what APFA used. APFA used the Transition for
the vacation days, except for 2016, and used the
policy for the APFA sick days and that was a mistake
on its part."

244/14-18

Clarification - I have no personal knowledge about
who calculated and made decisions about my payments under
the Transition Agreement and I am not qualified to
testify on that issue, and I did not have any of my
personal financial documents in front of me to confirm
these numbers as I did when I originally testified
and signed this affidavit. Therefore change to "I do
not. And I was under the impression for several
years I was paid correctly, until I got a letter in
November of 2020. No--even the -- even the 12 days,
even if that was wrong, I was willing to -- to accept
the payment as correct. But then I discovered
they had falsified the documents."

I, ROBERT ROSS, have read the foregoing deposition
and hereby affix my signature that same is true and

Eugenio Vargas

2/2/2024

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

EUGENIO VARGAS,	§	
	§	
Plaintiff/	§	
Counterclaim Defendant,	§	
	§	Civil Action No.
VS.	§	4:22-cv-430-Y
	§	
ASSOCIATION OF	§	Judge Terry R. Means
PROFESSIONAL FLIGHT	§	
ATTENDANTS, et al.,	§	
	§	
Defendants/	§	
Counterclaim Plaintiff.	§	

VIDEOTAPED ORAL DEPOSITION OF
EUGENIO VARGAS

VOLUME 1
FEBRUARY 2, 2024

VIDEOTAPED ORAL DEPOSITION OF EUGENIO VARGAS,
produced as a witness at the instance of the
Defendants/Counterclaim Plaintiff, and duly sworn, was
taken in the above-styled and -numbered cause on
February 2, 2024, from 10:03 a.m. to 11:47 a.m., before
Angela L. Mancuso, CSR No. 4514 in and for the State of
Texas, reported by machine shorthand, at Springhill
Suites - DFW Airport South/Centreport, 4360 Highway 360,
Fort Worth, Texas, pursuant to the Federal Rules of
Civil Procedure, Notice, and any provisions stated on
the record.

Eugenio Vargas

2/2/2024

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<p>1 A P P E A R A N C E S</p> <p>2 FOR THE PLAINTIFF/COUNTERCLAIM DEFENDANT:</p> <p>3 MS. KERRI PHILLIPS</p> <p>4 K.D. PHILLIPS LAW FIRM, PLLC</p> <p>5 6010 West Spring Creek Parkway</p> <p>6 Plano, Texas 75024</p> <p>7 (972) 327-5800</p> <p>8 kerri@KDphillipslaw.com</p> <p>9 FOR THE DEFENDANTS/COUNTERCLAIM PLAINTIFF ASSOCIATION OF</p> <p>10 PROFESSIONAL FLIGHT ATTENDANTS AND DEFENDANTS JULIE</p> <p>11 HEDRICK AND ERIK HARRIS:</p> <p>12 MR. JEFFREY A. BARTOS</p> <p>13 GUERRIERI, BARTOS & ROMA, P.C.</p> <p>14 1900 M Street, N.W.</p> <p>15 Suite 700</p> <p>16 Washington, D.C. 20036</p> <p>17 (202) 624-7400</p> <p>18 jbartos@gcclaw.com</p> <p>19 MS. CHARLETTE L. BRODERICK</p> <p>20 Association of Professional Flight Attendants</p> <p>21 1004 West Euless Boulevard</p> <p>22 Euless, Texas 76040</p> <p>23 (682) 301-8454</p> <p>24 cmatts@apfa.org</p> <p>25 ALSO PRESENT:</p> <p>Mr. Erik Harris, APFA National Treasurer</p> <p>Ms. Michelle Cliatt, APFA Legal Assistant</p> <p>Mr. John Hines, Videographer</p> <p>Elite Video Productions</p> <p>3018 Commerce Street</p> <p>Dallas, Texas 75226</p> <p>(214) 747-1952</p>	<p>1 P R O C E E D I N G S</p> <p>2 (February 2, 2024, 10:03 a.m.)</p> <p>3 THE VIDEOGRAPHER: This is Tape 1 in the</p> <p>4 video deposition of Eugenio Vargas, in the matter of</p> <p>5 Robert Ross versus Association of Professional Flight</p> <p>6 Attendants, et al., in the U.S. District Court, for the</p> <p>7 Northern District of Texas, Fort Worth Division. Today</p> <p>8 is Friday, February 2nd, 2024. We are now on record at</p> <p>9 10:03 a.m.</p> <p>10 Will the attorneys please introduce themselves</p> <p>11 for the record.</p> <p>12 MR. BARTOS: Jeffrey Bartos, attorney for</p> <p>13 the APFA defendants.</p> <p>14 MS. BRODERICK: Charlette Broderick,</p> <p>15 attorney for APFA.</p> <p>16 MS. PHILLIPS: Kerri Phillips, attorney</p> <p>17 for Eugenio Vargas.</p> <p>18 MR. BARTOS: I'd like to just make a</p> <p>19 correction on the record. I think in the opening the</p> <p>20 videographer referenced -- there is a related case of</p> <p>21 Ross. The Vargas and Ross cases are two separate cases,</p> <p>22 and we'll make sure that the court reporter has the</p> <p>23 correct caption.</p> <p>24 (Witness sworn by reporter)</p> <p>25 EUGENIO VARGAS,</p>
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<p>1 T A B L E O F C O N T E N T S</p> <p>2 P A G E</p> <p>3 Appearances..... 2</p> <p>4 EUGENIO VARGAS, VOLUME 1</p> <p>5 Examination by Mr. Bartos..... 5</p> <p>6 Changes and Signature..... 51</p> <p>7 Reporter's Certification..... 53</p> <p>8 E X H I B I T S</p> <p>9 N U M B E R D E S C R I P T I O N P A G E</p> <p>10 Exhibit 1 Affidavit of Eugenio Vargas in 10</p> <p>11 Support of Motion for Summary Judgment</p> <p>12 [Appendix 56-61]</p> <p>13 Exhibit 2 Plaintiff's Amended Complaint 12</p> <p>14 Exhibit 3 9/18/19 letter from Susannah Bender 29</p> <p>15 to Eugenio Vargas</p> <p>16 Exhibit 4 11/8/19 letter from Susannah Bender 30</p> <p>17 to Eugenio Vargas</p> <p>18 Exhibit 5 1/10/20 APFA Installment Promissory 34</p> <p>19 Note</p> <p>20</p> <p>21</p> <p>22</p> <p>23 R E P O R T E R ' S N O T E :</p> <p>24 Quotation marks are used for clarity and do</p> <p>25 not necessarily reflect a direct quote.</p>	<p>1 having been first duly sworn, testifies as follows:</p> <p>2 E X A M I N A T I O N</p> <p>3 B Y M R . B A R T O S :</p> <p>4 Q. Good morning, Mr. Vargas.</p> <p>5 A. Good morning.</p> <p>6 Q. Can you tell me what you did to prepare for</p> <p>7 your deposition today.</p> <p>8 MS. PHILLIPS: Objection. I'm directing</p> <p>9 my client not to answer. It's privileged.</p> <p>10 Q. I'm not asking anything you might have</p> <p>11 discussed with your attorney. I'm just asking you, what</p> <p>12 did you do to prepare for your deposition today?</p> <p>13 A. Woke up, had coffee. That was it.</p> <p>14 Q. Did you review any documents to get ready?</p> <p>15 A. No.</p> <p>16 Q. Did you discuss with Mr. Ross his deposition</p> <p>17 yesterday?</p> <p>18 A. No.</p> <p>19 Q. Can you describe, please, any education you've</p> <p>20 had since high school.</p> <p>21 A. Some college.</p> <p>22 Q. Where did you go to college?</p> <p>23 A. City College of New York.</p> <p>24 Q. Okay. And how many years did you do at City</p> <p>25 College?</p>

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<p>6</p> <p>1 A. One year.</p> <p>2 Q. Okay. And can you describe, please, your</p> <p>3 employment from after you left City College up until you</p> <p>4 started working at American Airlines.</p> <p>5 A. I worked at a travel agency in New York.</p> <p>6 Worked at a movie theater. I was a messenger. I had my</p> <p>7 own agency for a while.</p> <p>8 Q. Was that a travel agency?</p> <p>9 A. Yes, sir. Then I applied for being a flight</p> <p>10 attendant at American Airlines.</p> <p>11 Q. Okay. Was American Airlines the first airline</p> <p>12 that you worked for?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And when did you start your job at</p> <p>15 American Airlines?</p> <p>16 A. It was a legacy carrier.</p> <p>17 Q. When? I'm sorry.</p> <p>18 A. Oh, when?</p> <p>19 Q. Yeah.</p> <p>20 A. Training started in September of '95.</p> <p>21 Q. And have you been employed by American</p> <p>22 Airlines continuously since then?</p> <p>23 A. Yes.</p> <p>24 Q. And has your position at American Airlines</p> <p>25 been a flight attendant that whole time?</p>	<p>8</p> <p>1 A. (Inaudible).</p> <p>2 THE REPORTER: I'm sorry. I didn't hear</p> <p>3 you.</p> <p>4 THE WITNESS: Oh, I'm sorry.</p> <p>5 A. It was a -- I was a rep at APFA headquarters.</p> <p>6 Q. And who was the president of APFA at that</p> <p>7 time?</p> <p>8 A. John Ward.</p> <p>9 Q. John Ward?</p> <p>10 A. (Nodding head up and down).</p> <p>11 Q. Okay. And what was your next APFA position</p> <p>12 after being a rep in that capacity?</p> <p>13 A. I mean, I've done so many things with APFA. I</p> <p>14 cannot tell you exactly what was next.</p> <p>15 Q. Okay. All right. Well, let me -- let me --</p> <p>16 we'll narrow it down a little bit. I appreciate that.</p> <p>17 How many position -- well, what was your first</p> <p>18 elected position at APFA?</p> <p>19 A. Boston international vice chair.</p> <p>20 (Reporter clarifying)</p> <p>21 Q. So that was the Boston international base. Is</p> <p>22 that right? Is that what you're saying?</p> <p>23 A. Can you --</p> <p>24 Q. You said Boston --</p> <p>25 A. International.</p>
<p>7</p> <p>1 A. Correct.</p> <p>2 Q. And, throughout your time at American</p> <p>3 Airlines, your Union representation has been the APFA.</p> <p>4 Correct?</p> <p>5 A. Correct.</p> <p>6 Q. And did there come a point in time where you</p> <p>7 took on any responsibilities either as a volunteer or an</p> <p>8 appointee or an elected position with the APFA?</p> <p>9 A. Yes.</p> <p>10 Q. What was your first such activity, whether it</p> <p>11 was volunteer or appointed or elected?</p> <p>12 A. It was -- I did a training on their CAMI.</p> <p>13 Q. On the what?</p> <p>14 A. CAMI, I think, was the acronym that they used.</p> <p>15 It's --</p> <p>16 Q. What was that about?</p> <p>17 A. It was basically a -- we did an evacuation of</p> <p>18 an aircraft. Like, I had a toddler, a dummy toddler,</p> <p>19 with me that was, like, weighed, like, 20 pounds. We</p> <p>20 also -- I didn't do the hypoxia simulation because there</p> <p>21 was something you needed to do prior to; so I didn't do</p> <p>22 that one. Then, after that, I believe that's when I</p> <p>23 started doing the -- being a rep at APFA headquarters.</p> <p>24 Q. Okay. So what was your first position as a</p> <p>25 rep at APFA headquarters? What was your title?</p>	<p>9</p> <p>1 Q. -- international --</p> <p>2 A. Vice chair.</p> <p>3 Q. -- vice chair. Okay.</p> <p>4 And when -- when did you hold that position?</p> <p>5 A. Okay. Can you then go back to your question</p> <p>6 because you said "elected."</p> <p>7 Q. I did say "elected."</p> <p>8 A. Okay. So you want the first time that I was</p> <p>9 elected by the membership?</p> <p>10 Q. That was my question, yes.</p> <p>11 A. Okay. Then that would be in -- that was late</p> <p>12 2000.</p> <p>13 Q. Okay. And was that the Boston position you</p> <p>14 just described?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. All right. And what -- what was your</p> <p>17 next -- after you stopped being the vice chair for</p> <p>18 Boston, what was your next position you had?</p> <p>19 A. I eventually became the Boston international</p> <p>20 chairperson.</p> <p>21 Q. Okay. All right. And then what was your next</p> <p>22 position after that?</p> <p>23 A. The national treasurer position.</p> <p>24 Q. Okay. And, when you first became national</p> <p>25 treasurer, were you elected?</p>

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<p style="text-align: right;">10</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Was that 2016?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And you served as national treasurer</p> <p>5 until when?</p> <p>6 A. I believe it was July 31st of 2018.</p> <p>7 Q. Okay. Now, why is it that your term ended in</p> <p>8 July of 2018?</p> <p>9 A. We had a rerun election, and I lost the</p> <p>10 election.</p> <p>11 Q. Okay. All right. I'd like to show you, sir,</p> <p>12 an affidavit that was filed in this case, and we'll mark</p> <p>13 this as Exhibit 1. If you'd pass this to Ms. Phillips,</p> <p>14 I'd appreciate it.</p> <p>15 (Deposition Exhibit 1 marked)</p> <p>16 A. Okay.</p> <p>17 Q. Have you had a chance to read Exhibit 1?</p> <p>18 A. Yeah.</p> <p>19 Q. Okay. Have you seen that document before?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And did you sign this affidavit on</p> <p>22 January 2nd, 2024?</p> <p>23 MS. PHILLIPS: I'd like to take a break</p> <p>24 before we do the hearing, if that's okay. So after this</p> <p>25 question if we could take a break because we've got the</p>	<p style="text-align: right;">12</p> <p>1 MS. PHILLIPS: One housekeeping issue to</p> <p>2 address on the record.</p> <p>3 Before closing -- at the close of Ross</p> <p>4 yesterday, we needed to get Ross to review his</p> <p>5 transcripts and sign them. We will have the transcripts</p> <p>6 emailed over for him to review and sign for verification</p> <p>7 of the transcription of his testimony. So I will email</p> <p>8 you my contact information. And, if you want to email</p> <p>9 it over to me, then I will have him review and sign</p> <p>10 those. We would get those verified. Is that okay?</p> <p>11 MR. BARTOS: Just for the record, from my</p> <p>12 point of view, I'm not sure if the word choice was</p> <p>13 intended to mean anything. But from our view the</p> <p>14 deposition is not closed. It's still incomplete.</p> <p>15 (Deposition Exhibit 2 marked)</p> <p>16 BY MR. BARTOS:</p> <p>17 Q. You have in front of you a document marked</p> <p>18 Exhibit 2, which is the First Amended Complaint in this</p> <p>19 action, and I would ask you to tell me if you can</p> <p>20 identify that document.</p> <p>21 MS. PHILLIPS: Okay. I think we're going</p> <p>22 to need to go off the record. We're supposed to call</p> <p>23 the Court back immediately.</p> <p>24 MR. BARTOS: Okay.</p> <p>25 THE VIDEOGRAPHER: We're off record at</p>
<p style="text-align: right;">11</p> <p>1 hearing in 15.</p> <p>2 MR. BARTOS: Sure. That's fine.</p> <p>3 Q. Did you sign this document?</p> <p>4 A. I mean, it looks like my signature.</p> <p>5 Q. I'm asking you do you remember if you signed</p> <p>6 this document on January --</p> <p>7 A. Okay. This specific document, it looks like</p> <p>8 my signature. I cannot state that it's the same exact</p> <p>9 document.</p> <p>10 Q. Did you sign an affidavit on January 2nd,</p> <p>11 2024, with all the same words in it as this document?</p> <p>12 A. I signed affidavit. I mean, I will have to go</p> <p>13 back home and compare what I have to this, make sure</p> <p>14 that it's the same.</p> <p>15 MR. BARTOS: Okay. All right. Just for</p> <p>16 the record, as with Mr. Ross, we'd request a copy of</p> <p>17 Mr. Vargas's copy, so we can make sure this is the</p> <p>18 document that he signed.</p> <p>19 And we can go off the record and get ready for</p> <p>20 the hearing.</p> <p>21 THE VIDEOGRAPHER: We're off the record</p> <p>22 at 10:18 a.m.</p> <p>23 (Recess from 10:18 a.m. to 10:38 a.m.)</p> <p>24 THE VIDEOGRAPHER: We're back on record</p> <p>25 at 10:38 a.m.</p>	<p style="text-align: right;">13</p> <p>1 10:40 a.m.</p> <p>2 (Recess from 10:40 a.m. to 10:47 a.m.)</p> <p>3 THE VIDEOGRAPHER: We're back on record</p> <p>4 at 10:47 a.m.</p> <p>5 BY MR. BARTOS:</p> <p>6 Q. Mr. Vargas, have you had a chance to look at</p> <p>7 Exhibit 2?</p> <p>8 A. Not yet.</p> <p>9 Q. Well, let me just ask you. Do you recall</p> <p>10 filing a First Amended Complaint in this lawsuit?</p> <p>11 A. I guess. I will have to go back and --</p> <p>12 Q. You're not sure?</p> <p>13 A. You're using a terminology that it's lawyer</p> <p>14 talk. I mean --</p> <p>15 Q. You're suing the APFA. Correct?</p> <p>16 A. Yes.</p> <p>17 Q. And you're suing the APFA in federal court.</p> <p>18 Is that right? Do you know that?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. All right. And do you recall filing a</p> <p>21 complaint to initiate the lawsuit in this -- in this --</p> <p>22 in this case?</p> <p>23 A. I mean, you have to file; otherwise, we</p> <p>24 wouldn't be here.</p> <p>25 Q. And I'm asking you, is the document in front</p>

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<p>14</p> <p>1 of you, which is filed in the court, the First Amended</p> <p>2 Complaint, and are you familiar with it?</p> <p>3 A. Okay. Let me read it.</p> <p>4 Q. Okay. I'm actually going to withdraw the</p> <p>5 question. You don't need to -- you don't need to take</p> <p>6 up time to read that. I'll withdraw the question.</p> <p>7 Now, you were national treasurer of APFA. Is</p> <p>8 that right?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And what was your understanding of the</p> <p>11 responsibilities of national treasurer?</p> <p>12 A. Many. You have oversight of the financials.</p> <p>13 You sit at the Executive Committee. You are also</p> <p>14 responsible for the APFA staff.</p> <p>15 Q. Okay. Would it be fair to say that, as</p> <p>16 national treasurer, the national treasurer is</p> <p>17 responsible for all the financial records of the APFA?</p> <p>18 A. Can you define that a little more?</p> <p>19 Q. No. I'm reading you something from the APFA</p> <p>20 Constitution. I want to know if you agree that the</p> <p>21 national treasurer shall be responsible for all</p> <p>22 financial records of APFA.</p> <p>23 A. I'm not an expert on the Constitution. I</p> <p>24 mean, I will have to see it.</p> <p>25 Q. Okay. So you're not sure about that one?</p>	<p>16</p> <p>1 have a Policy Manual?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And, when you were national treasurer,</p> <p>4 did you read that Policy Manual?</p> <p>5 A. Can you be more specific?</p> <p>6 Q. Did you read the Policy Manual when you were</p> <p>7 national treasurer?</p> <p>8 A. Again, can you be specific?</p> <p>9 Q. No. That's my question.</p> <p>10 A. Well, I can't answer that, then.</p> <p>11 Q. Okay. Did you read the parts of the Policy</p> <p>12 Manual that related to your obligations as national</p> <p>13 treasurer?</p> <p>14 A. I cannot be a hundred percent sure.</p> <p>15 Q. Okay. Do you remember, while you were</p> <p>16 national treasurer, working with an accounting firm</p> <p>17 called Wood, Stephens & O'Neil?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And was the person you dealt with there</p> <p>20 primarily Hal O'Neil?</p> <p>21 A. Correct.</p> <p>22 Q. Okay. Did you ever meet Mr. O'Neil in person?</p> <p>23 A. Yes.</p> <p>24 Q. And did you ever review documents that he or</p> <p>25 his firm produced for APFA?</p>
<p>15</p> <p>1 A. Yeah.</p> <p>2 Q. Okay. Would you agree with me that, under the</p> <p>3 APFA Constitution, the national treasurer is responsible</p> <p>4 for the care and custody of the funds and securities of</p> <p>5 the APFA?</p> <p>6 A. Again, I don't have the Constitution in front</p> <p>7 of me to --</p> <p>8 Q. Okay. Now, would you agree that, as national</p> <p>9 treasurer, you had a fiduciary duty to the organization,</p> <p>10 the APFA?</p> <p>11 MS. PHILLIPS: Objection.</p> <p>12 Q. You still answer, even if there is an</p> <p>13 objection.</p> <p>14 A. Can you define? I mean, fiduciary duties,</p> <p>15 exactly what does that --</p> <p>16 Q. So you're not -- you're not sure what</p> <p>17 fiduciary duty is?</p> <p>18 A. I mean, I would say no.</p> <p>19 Q. Okay. The -- are you -- are you familiar with</p> <p>20 the -- strike that.</p> <p>21 While you were national treasurer, the APFA</p> <p>22 had a Policy Manual. Isn't that right?</p> <p>23 MS. PHILLIPS: Objection; form.</p> <p>24 A. Can you repeat the question?</p> <p>25 Q. When you were national treasurer, did the APFA</p>	<p>17</p> <p>1 A. When you say "documents," I mean, what</p> <p>2 documents are we referring to?</p> <p>3 Q. Any. Did you review any documents prepared by</p> <p>4 Wood, Stephens, O'Neil?</p> <p>5 A. I review some documents.</p> <p>6 Q. Okay. Did there ever come a point while you</p> <p>7 were treasurer that you tried to replace him as -- as</p> <p>8 the outside auditor for APFA?</p> <p>9 A. Not that I can recall.</p> <p>10 Q. Okay. Did you ever, during your time in</p> <p>11 office, have any reason to question the quality of his</p> <p>12 work?</p> <p>13 A. No.</p> <p>14 Q. Okay. Now, you're aware that Bob Ross --</p> <p>15 strike that.</p> <p>16 Bob Ross was president when you were</p> <p>17 treasurer, at least at the beginning. Right?</p> <p>18 A. Correct.</p> <p>19 Q. And you're aware that he stepped down in 2018?</p> <p>20 MS. PHILLIPS: Objection; form.</p> <p>21 Q. Are you aware of that?</p> <p>22 A. That he stepped down?</p> <p>23 Q. Yes.</p> <p>24 MS. PHILLIPS: Objection; form.</p> <p>25 A. Can you define "stepped down"?</p>

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<p style="text-align: right;">18</p> <p>1 Q. Are you aware that he stopped being president 2 in 2018?</p> <p>3 MS. PHILLIPS: Objection; form.</p> <p>4 A. Again, stop -- can you define what "stop" is?</p> <p>5 Q. What does "stop" mean to you, sir?</p> <p>6 A. You stop doing something.</p> <p>7 Q. Okay. Are you aware that Mr. Ross stopped 8 being president during 2018? Yes or no?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And you're aware that he did that 11 during the board of directors convention in Charlotte, 12 North Carolina --</p> <p>13 MS. PHILLIPS: Objection; form.</p> <p>14 Q. -- in 2018. Right?</p> <p>15 A. I believe it was, yeah, the convention.</p> <p>16 Q. And you did not have any role in negotiating 17 the terms of the Transition Agreement that he entered 18 into. Correct?</p> <p>19 A. Correct.</p> <p>20 MS. PHILLIPS: Objection; form.</p> <p>21 Q. That -- at the time in 2018, you didn't even 22 see the whole agreement that he entered into. Is that 23 right?</p> <p>24 MS. PHILLIPS: Objection; form.</p> <p>25 A. Can you -- I mean, no, I did not see the whole</p>	<p style="text-align: right;">20</p> <p>1 Q. Kind of does. Okay.</p> <p>2 Is what you attested to in paragraph 5</p> <p>3 accurate?</p> <p>4 A. Yeah, it looks like it, yeah.</p> <p>5 Q. Well, let me just ask you. You -- assuming</p> <p>6 your -- this document was filed in court, and on the</p> <p>7 first page it represents that you appeared personally</p> <p>8 before a notary, were sworn, and stated the following</p> <p>9 items, including paragraph 5. Right? And do you</p> <p>10 remember swearing under oath that what is in this</p> <p>11 document was true or not?</p> <p>12 A. Well, again, you're saying "this document."</p> <p>13 I'm not a hundred percent sure this is the document that</p> <p>14 I signed. I mean, I will have to go back and see what I</p> <p>15 signed. I don't have that in front of me.</p> <p>16 MS. PHILLIPS: Let's take a break after</p> <p>17 this question.</p> <p>18 Q. So you're not sure if this paragraph 5 is what</p> <p>19 you signed or if it's true or not. Is that what I'm</p> <p>20 hearing?</p> <p>21 A. From -- from the document that I have in front</p> <p>22 of me?</p> <p>23 Q. Yeah.</p> <p>24 A. No.</p> <p>25 Q. You're not sure? You don't even know if it's</p>
<p style="text-align: right;">19</p> <p>1 agreement.</p> <p>2 Q. All right. Now, you stayed on as treasurer</p> <p>3 even after Mr. Ross left office. Correct?</p> <p>4 MS. PHILLIPS: Objection; form.</p> <p>5 A. Correct.</p> <p>6 Q. Okay. And as treasurer you oversaw the</p> <p>7 payments to Mr. Ross that he was due upon leaving</p> <p>8 office. Correct?</p> <p>9 MS. PHILLIPS: Objection; form, leading.</p> <p>10 A. Can you repeat the question?</p> <p>11 Q. If you could look at Exhibit 1, please, your</p> <p>12 affidavit. Maybe this will be easier.</p> <p>13 A. Where do you want me to look?</p> <p>14 Q. Look on -- at the bottom where it says</p> <p>15 Appendix 58.</p> <p>16 A. Uh-huh.</p> <p>17 Q. And I would just direct you to, please, just</p> <p>18 reread to yourself paragraph number 5.</p> <p>19 A. Okay.</p> <p>20 Q. You've read paragraph 5 on Appendix page 58?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. Does that refresh your recollection</p> <p>23 about your role in the payments to Mr. Ross after he</p> <p>24 resigned?</p> <p>25 A. Kind of.</p>	<p style="text-align: right;">21</p> <p>1 true --</p> <p>2 MS. PHILLIPS: We're taking a break.</p> <p>3 MR. BARTOS: I'm in the middle of a</p> <p>4 question.</p> <p>5 Q. You don't even know if it's true, do you?</p> <p>6 MS. PHILLIPS: Answer the question.</p> <p>7 A. What's the question?</p> <p>8 Q. Do you know if what's in paragraph 5 on</p> <p>9 Appendix page 58 is true?</p> <p>10 A. And, again, I said, from this document that</p> <p>11 you have in front of me, I cannot say if it's true or</p> <p>12 not.</p> <p>13 MS. PHILLIPS: Great. We're done.</p> <p>14 Break. Thank you.</p> <p>15 MR. BARTOS: I guess we're going off the</p> <p>16 record.</p> <p>17 THE VIDEOGRAPHER: We're off record at</p> <p>18 10:59 a.m.</p> <p>19 (Recess from 10:59 a.m. to 11:11 a.m.)</p> <p>20 THE VIDEOGRAPHER: We're back on record</p> <p>21 at 11:11 a.m.</p> <p>22 BY MR. BARTOS:</p> <p>23 Q. Mr. Vargas --</p> <p>24 MS. PHILLIPS: I want to take a brief</p> <p>25 minute and at least state on the record that again I</p>

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<p style="text-align: right;">22</p> <p>1 need to leave at 5:00. I need to pick up my children.</p> <p>2 MR. BARTOS: Okay. We're going to try to</p> <p>3 get it done. We'll use our seven hours, if we can. If</p> <p>4 not, we'll have to resume.</p> <p>5 Q. Mr. Vargas --</p> <p>6 MR. BARTOS: I understand the 5:00.</p> <p>7 Q. -- tell me about the process you went through</p> <p>8 January 2nd to sign an affidavit in this case.</p> <p>9 A. January 2nd?</p> <p>10 Q. Uh-huh.</p> <p>11 A. When I get an affidavit, I get an email with a</p> <p>12 link, just an attachment of the affidavit itself. You</p> <p>13 click on the link. It connects you to a notary public.</p> <p>14 You have to prove who you are by showing them IDs. They</p> <p>15 ask you a series of questions. I guess they do their</p> <p>16 oath, and you sign, and it's done.</p> <p>17 Q. Okay. Now, my question was, what did you do</p> <p>18 on January 2nd, not what you do in general when you get</p> <p>19 an affidavit.</p> <p>20 Did you do those things on January 2nd, 2024?</p> <p>21 A. I believe so, yes.</p> <p>22 Q. Okay. And you have a copy of the signed</p> <p>23 document somewhere?</p> <p>24 A. Yes.</p> <p>25 Q. And you're not sure, sitting here today, if</p>	<p style="text-align: right;">24</p> <p>1 paragraphs, you calculated the payments that were to be</p> <p>2 made to Mr. Ross. Correct?</p> <p>3 MS. PHILLIPS: Objection; form.</p> <p>4 A. With help, yes.</p> <p>5 Q. When you say it would help, what do you mean?</p> <p>6 A. With help.</p> <p>7 Q. With help. Okay. You were the treasurer?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. You did the calculations?</p> <p>10 A. With input, yes.</p> <p>11 Q. Okay. I mean, this document that was filed in</p> <p>12 court says, "I calculated the payments."</p> <p>13 A. Uh-huh.</p> <p>14 Q. Is that true?</p> <p>15 MS. PHILLIPS: Objection.</p> <p>16 A. But it also says, "In consultation with APFA</p> <p>17 Accountant, Rene Berthelot."</p> <p>18 Q. Okay.</p> <p>19 MS. PHILLIPS: Objection. He's already</p> <p>20 asked --</p> <p>21 Q. So --</p> <p>22 MS. PHILLIPS: -- and answered these</p> <p>23 questions about this document. Asked and answered.</p> <p>24 Q. And in -- in paragraph 5, you -- the filing</p> <p>25 says, "I calculated the payments using this" --</p>
<p style="text-align: right;">23</p> <p>1 that's the same document as what was filed in court,</p> <p>2 which is Exhibit 1?</p> <p>3 A. Yes.</p> <p>4 Q. "Yes," you're not sure?</p> <p>5 A. I mean, I cannot be a hundred percent sure if</p> <p>6 what I have is the same document that I have in front of</p> <p>7 me, no.</p> <p>8 Q. Okay. All right. Let's look at paragraph 5</p> <p>9 in Exhibit 1.</p> <p>10 Did you become aware in March 2018 that</p> <p>11 Mr. Ross had signed a Transition Agreement?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Did you -- who is Mark Richard?</p> <p>14 A. Legal counsel for APFA.</p> <p>15 Q. Okay. And did Mark Richard show you portions</p> <p>16 of the Transition Agreement?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Certain paragraphs only?</p> <p>19 A. (Nodding head up and down).</p> <p>20 Q. You have to answer verbally.</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And those paragraphs addressed his</p> <p>23 compensation. Is that right?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. And, after seeing that -- those</p>	<p style="text-align: right;">25</p> <p>1 MS. PHILLIPS: Objection; form.</p> <p>2 Q. -- "using this total annual income including</p> <p>3 the Meal Expense Allowance and the Special Assignment</p> <p>4 Fee guaranteed stipends and then dividing the amount by</p> <p>5 365." Do you see that?</p> <p>6 MS. PHILLIPS: Objection; form.</p> <p>7 A. I see it.</p> <p>8 Q. Is that correct? Is that what you did?</p> <p>9 A. Again, I don't know if this is the correct</p> <p>10 document.</p> <p>11 Q. I'm asking you, is that what you did?</p> <p>12 A. In consultation with --</p> <p>13 MS. PHILLIPS: Objection; form.</p> <p>14 MR. BARTOS: Are you objecting to his</p> <p>15 answer or the question?</p> <p>16 MS. PHILLIPS: Objection. I'm objecting</p> <p>17 to the way that you are asking these questions.</p> <p>18 Q. Mr. Vargas, let me just ask you again.</p> <p>19 This document filed in court says, "I</p> <p>20 calculated the payments using this total annual income</p> <p>21 including the Meal Expense Allowance and the Special</p> <p>22 Assignment Fee guaranteed stipends and then dividing the</p> <p>23 amount by 365." Do you see that?</p> <p>24 MS. PHILLIPS: Objection; form.</p> <p>25 A. I see that there, yeah.</p>

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<p style="text-align: right;">26</p> <p>1 Q. Okay.</p> <p>2 MS. PHILLIPS: Objection.</p> <p>3 Q. Is that what you did in 2018?</p> <p>4 MS. PHILLIPS: Objection.</p> <p>5 A. In consultation with Rene, yes.</p> <p>6 Q. Okay. And, when the time came later in 2018</p> <p>7 to calculate payments that were due to you, to Marcy</p> <p>8 Dunaway, and Nena Martin, you used the same formula.</p> <p>9 Correct?</p> <p>10 MS. PHILLIPS: Objection; form. It's a</p> <p>11 leading question.</p> <p>12 A. Again, in consultation with Rene Berthelot,</p> <p>13 yes.</p> <p>14 Q. Okay. Now, after you left office when your --</p> <p>15 your term as treasurer ended, did you become aware at</p> <p>16 some point that certain members had raised an issue with</p> <p>17 the board of directors about the end-of-your-term</p> <p>18 payouts?</p> <p>19 MS. PHILLIPS: Objection; form.</p> <p>20 Q. Do you remember learning about that?</p> <p>21 MS. PHILLIPS: Objection; form.</p> <p>22 A. Yes, I remember.</p> <p>23 Q. Okay. And --</p> <p>24 A. Kind of.</p> <p>25 Q. Okay. And, at the time of those complaints,</p>	<p style="text-align: right;">28</p> <p>1 in 2019 had determined that you and Ms. Dunaway and</p> <p>2 Ms. Martin may have been overpaid at the end of your</p> <p>3 term?</p> <p>4 MS. PHILLIPS: Objection.</p> <p>5 Q. Do you remember learning about that?</p> <p>6 MS. PHILLIPS: Objection; form.</p> <p>7 A. I learned from Craig.</p> <p>8 Q. Craig Gunter?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. How did Mr. Gunter communicate that to</p> <p>11 you? And what I mean is did he call you? Did you get a</p> <p>12 letter?</p> <p>13 A. I'm not a hundred percent sure.</p> <p>14 Q. Okay.</p> <p>15 A. I believe it was -- I don't know.</p> <p>16 Q. Okay. And what is your recollection about</p> <p>17 what Mr. Gunter told you?</p> <p>18 A. It's been so long. I mean --</p> <p>19 Q. Okay. Okay. Do you remember learning about a</p> <p>20 board of directors meeting that had decided that the</p> <p>21 payments made at the end of your term were -- for</p> <p>22 yourself, Ms. Martin, and Ms. Dunaway -- were</p> <p>23 overpayments?</p> <p>24 MS. PHILLIPS: Objection; form, leading.</p> <p>25 A. I mean, I cannot say how I -- if I learned</p>
<p style="text-align: right;">27</p> <p>1 is it right that Lori Bassani was the president of APFA?</p> <p>2 MS. PHILLIPS: Objection; form. You're</p> <p>3 leading the witness.</p> <p>4 A. Yes, Lori Bassani was the president.</p> <p>5 Q. Okay. And Lori Bassani was also a, like you,</p> <p>6 legacy American flight attendant. Right? She was not a</p> <p>7 legacy US Airways?</p> <p>8 MS. PHILLIPS: Objection; form. You're</p> <p>9 leading the witness.</p> <p>10 A. I believe so, yes.</p> <p>11 Q. Okay. And, at the time after you, was Craig</p> <p>12 Gunter the treasurer?</p> <p>13 MS. PHILLIPS: Objection; leading the</p> <p>14 witness.</p> <p>15 A. At the time?</p> <p>16 Q. After you stopped being treasurer, Mr. Gunter</p> <p>17 was treasurer. Is that right?</p> <p>18 A. Yes.</p> <p>19 Q. Julie Hedrick and Erik Harris were not holding</p> <p>20 any national office at that time, were they?</p> <p>21 MS. PHILLIPS: Objection; leading the</p> <p>22 witness.</p> <p>23 A. They were not.</p> <p>24 Q. Okay. Now, did you become aware or did you</p> <p>25 learn from the APFA that the board of directors had --</p>	<p style="text-align: right;">29</p> <p>1 from the board. I cannot.</p> <p>2 Q. You don't remember that? It's okay. If you</p> <p>3 don't remember, just tell me.</p> <p>4 A. Yeah, I mean, I don't. I mean, it's been so</p> <p>5 long.</p> <p>6 Q. Okay. Do you remember receiving a series of</p> <p>7 letters from APFA telling you that you -- you had made</p> <p>8 an overpayment and you owed money back?</p> <p>9 A. I remember getting letters, yes.</p> <p>10 Q. Okay. We can mark as Exhibit 3 --</p> <p>11 MS. PHILLIPS: I'm going to say</p> <p>12 "Objection; hearsay" on any of these APFA documents.</p> <p>13 (Deposition Exhibit 3 marked)</p> <p>14 Q. If you could look at Exhibit 3, please, and</p> <p>15 tell me if this is one of the letters you received in</p> <p>16 2019.</p> <p>17 MS. PHILLIPS: Objection; hearsay.</p> <p>18 Q. Do you remember receiving that letter,</p> <p>19 Mr. Vargas?</p> <p>20 A. I remember receiving letters. I cannot tell</p> <p>21 you it's this exact letter.</p> <p>22 Q. Okay. You don't remember if you received that</p> <p>23 particular letter or not?</p> <p>24 A. This particular one, I cannot say.</p> <p>25 Q. And you received more than one letter in that</p>

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<p style="text-align: right;">30</p> <p>1 same rough time period about the overpayment?</p> <p>2 A. I mean, I --</p> <p>3 Q. We can mark as Exhibit 2 [sic] a letter dated</p> <p>4 November 8th, 2019.</p> <p>5 MS. PHILLIPS: Objection; hearsay.</p> <p>6 (Deposition Exhibit 4 marked)</p> <p>7 Q. And I'd ask you, Mr. Vargas, do you remember</p> <p>8 receiving this letter? If you can pass the extra to</p> <p>9 your counsel, I'd appreciate it. And I'll just say for</p> <p>10 the record these were produced by your counsel in</p> <p>11 discovery in this case.</p> <p>12 Do you remember receiving the November 8th,</p> <p>13 2019, letter?</p> <p>14 A. Are you going to let me read it or not?</p> <p>15 Q. Feel free.</p> <p>16 A. Okay. I read it.</p> <p>17 Q. Okay. Do you remember receiving that letter?</p> <p>18 A. I said earlier, I remember receiving letters.</p> <p>19 Q. I'm asking, do you remember receiving that</p> <p>20 letter?</p> <p>21 A. Not this particular letter. I cannot say that</p> <p>22 it's a letter I received.</p> <p>23 Q. Okay. The -- whether or not you received it,</p> <p>24 the second paragraph refers to a meeting held on</p> <p>25 October 30th, 2019, to allow you to review the</p>	<p style="text-align: right;">32</p> <p>1 Q. Okay. Why not?</p> <p>2 A. They couldn't produce the formula they used to</p> <p>3 produce those numbers.</p> <p>4 Q. Okay. And the formula that you're talking</p> <p>5 about is the formula that you had used for yourself as</p> <p>6 well as for Mr. Ross earlier in the year, right?</p> <p>7 A. Can you --</p> <p>8 MS. PHILLIPS: Objection; leading.</p> <p>9 A. -- repeat that?</p> <p>10 Q. Sure. You had used a formula to calculate the</p> <p>11 vacation and sick payout for Mr. Ross. Do you remember?</p> <p>12 A. (No answer).</p> <p>13 MS. PHILLIPS: Objection.</p> <p>14 Q. And you used the same formula for yourself,</p> <p>15 Ms. Martin, and Ms. Dunaway. Correct?</p> <p>16 MS. PHILLIPS: Objection; leading.</p> <p>17 A. In consultation with Rene, yes.</p> <p>18 Q. Okay. And do you remember, in your meeting</p> <p>19 with Mr. Gunter, telling him that -- or in connection</p> <p>20 with that meeting where Mr. Gunter was present, telling</p> <p>21 Mr. Gunter that if the calculation was wrong as to you</p> <p>22 and Ms. Martin and Ms. Dunaway, it was also wrong as to</p> <p>23 Bob Ross?</p> <p>24 MS. PHILLIPS: Objection; leading.</p> <p>25 A. I mean, I cannot be a hundred percent sure</p>
<p style="text-align: right;">31</p> <p>1 independent auditor's calculations. Do you see that</p> <p>2 sentence?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Do you remember having a meeting on</p> <p>5 October 30th, 2019?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Where was that meeting?</p> <p>8 A. At O'Neil's office.</p> <p>9 Q. O'Neil, the auditor?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And Craig Gunter was there, wasn't he?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And what did you review at that</p> <p>14 meeting?</p> <p>15 A. They gave us -- I think it was -- I think it</p> <p>16 was a sheet of paper with calculations that they had</p> <p>17 made.</p> <p>18 Q. Okay. And did you ask questions about what</p> <p>19 was on the -- in the calculations?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And what was your view of those</p> <p>22 calculations, about whether they were right or wrong?</p> <p>23 A. The amount that they were saying?</p> <p>24 Q. Correct.</p> <p>25 A. I didn't agree with them.</p>	<p style="text-align: right;">33</p> <p>1 that those were the same exact words that were used.</p> <p>2 Q. Uh-huh. Okay. But the gist of what I said --</p> <p>3 A. Yes.</p> <p>4 Q. -- you told Mr. Gunter?</p> <p>5 A. Yes.</p> <p>6 Q. And, in fact, you testified about that in your</p> <p>7 Article VII arbitration to that conversation. Right?</p> <p>8 MS. PHILLIPS: Objection; leading.</p> <p>9 A. I'll have to go back and review my transcript.</p> <p>10 Q. Okay. We could look at the transcript and</p> <p>11 figure that out. Okay.</p> <p>12 A. (Nodding head up and down).</p> <p>13 Q. Ultimately, after a series of letters and</p> <p>14 after your meeting, you did enter into a promissory note</p> <p>15 agreement to pay back the money you had overpaid.</p> <p>16 Correct?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And, under that promissory note, you</p> <p>19 agreed to pay back 22 consecutive payments. Does that</p> <p>20 sound right?</p> <p>21 MS. PHILLIPS: I think we need to take a</p> <p>22 break, please.</p> <p>23 A. I can't answer that. I mean, I would have to</p> <p>24 look at the promissory note --</p> <p>25 Q. Okay.</p>

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<p style="text-align: right;">42</p> <p>1 you get any -- an order in your favor from the</p> <p>2 arbitrator?</p> <p>3 A. I don't remember what was the outcome,</p> <p>4 totally.</p> <p>5 Q. Did you ever sue Mr. Morales in court?</p> <p>6 A. No.</p> <p>7 Q. Have you ever been a party in a lawsuit</p> <p>8 besides this case?</p> <p>9 A. No.</p> <p>10 Q. You've never sued any -- never sued anybody</p> <p>11 else?</p> <p>12 A. No.</p> <p>13 Q. Okay. And you've never been sued by anybody?</p> <p>14 A. I don't think so.</p> <p>15 Q. Okay.</p> <p>16 MS. PHILLIPS: Sir, I would like to take</p> <p>17 this moment and go back and allow the opportunity for</p> <p>18 Mr. -- no. I think he needs to correct the record as to</p> <p>19 his testimony.</p> <p>20 MR. BARTOS: No. You can ask him</p> <p>21 questions when it's your turn. Right now it's my turn.</p> <p>22 MS. PHILLIPS: No. I think that he needs</p> <p>23 to correct the record.</p> <p>24 MR. BARTOS: No.</p> <p>25 MS. PHILLIPS: Mr. Vargas --</p>	<p style="text-align: right;">44</p> <p>1 MR. BARTOS: The deponent has not</p> <p>2 indicated he wants a break.</p> <p>3 THE WITNESS: I want a break.</p> <p>4 MS. PHILLIPS: His representative has</p> <p>5 indicated a break; so the deponent's representative is</p> <p>6 taking a break.</p> <p>7 MR. BARTOS: And I repeat my objection to</p> <p>8 these repeated breaks.</p> <p>9 MS. PHILLIPS: Well, you can -- on record</p> <p>10 you can object to it. That's fine.</p> <p>11 MR. BARTOS: And I have.</p> <p>12 MS. PHILLIPS: That's fine. But if</p> <p>13 you're not going to let him clarify his testimony that</p> <p>14 he is a second -- English is his second language. It is</p> <p>15 not his first language. He doesn't have a translator</p> <p>16 here. He doesn't understand the words fully. This</p> <p>17 is -- he is employed at American Airlines as a -- as a</p> <p>18 translator, for the love of God.</p> <p>19 He hasn't been given the opportunity for</p> <p>20 somebody who can translate the words fully, in his</p> <p>21 primary language. And you're shotgunning questions at</p> <p>22 him, and you're not even allowing him the opportunity to</p> <p>23 go back and fully explain things that you have put in</p> <p>24 front of him.</p> <p>25 So I am going to go on record and state the</p>
<p style="text-align: right;">43</p> <p>1 MR. BARTOS: I'm asking questions, not</p> <p>2 you.</p> <p>3 MS. PHILLIPS: He needs to correct the</p> <p>4 record on his testimony for the promissory note.</p> <p>5 MR. BARTOS: He is welcome to when he has</p> <p>6 a question in that regard from someone who has the power</p> <p>7 to question him. You're not asking the questions right</p> <p>8 now.</p> <p>9 MS. PHILLIPS: He's requested the</p> <p>10 opportunity to clear the record on the testimony for his</p> <p>11 promissory note.</p> <p>12 MR. BARTOS: He'll be welcome to do so</p> <p>13 later. Please stop interrupting my questioning.</p> <p>14 BY MR. BARTOS:</p> <p>15 Q. Now, you were charged in 2020, under</p> <p>16 Article VII, by Melissa Chinery and Sandra Lee. Is that</p> <p>17 right? Do you remember that?</p> <p>18 A. Charged, yes.</p> <p>19 MS. PHILLIPS: I want a break after this</p> <p>20 question.</p> <p>21 MR. BARTOS: We're not going to take more</p> <p>22 breaks.</p> <p>23 MS. PHILLIPS: Yeah, we're taking a</p> <p>24 break. I'm entitled to a break whenever the deponent</p> <p>25 wants a break.</p>	<p style="text-align: right;">45</p> <p>1 fact that he would like the opportunity to state and</p> <p>2 explain a document that you put in front of him.</p> <p>3 MR. BARTOS: Can I continue with the</p> <p>4 questioning, or are you taking a break?</p> <p>5 MS. PHILLIPS: Are you going to allow him</p> <p>6 to clarify his testimony?</p> <p>7 MR. BARTOS: I'm going to continue</p> <p>8 questioning.</p> <p>9 MS. PHILLIPS: Are you going to allow him</p> <p>10 the opportunity to clarify his testimony?</p> <p>11 MR. BARTOS: I'm going to ask questions,</p> <p>12 and he's going to answer them.</p> <p>13 MS. PHILLIPS: Am I going to have to stop</p> <p>14 the deposition at this point?</p> <p>15 MR. BARTOS: I'm going to --</p> <p>16 MS. PHILLIPS: Because, you know,</p> <p>17 yesterday was an appalling display of behavior on your</p> <p>18 part. I have to -- I have to state that it was just</p> <p>19 embarrassing. It was embarrassing.</p> <p>20 BY MR. BARTOS:</p> <p>21 Q. Mr. Vargas, you learned in 2020 that you</p> <p>22 were -- had Article VII charges filed against you by</p> <p>23 Melissa Chinery and Sandra Lee. Correct?</p> <p>24 MS. PHILLIPS: Mr. Bartos --</p> <p>25 Q. Is that right?</p>

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<p style="text-align: right;">46</p> <p>1 MS. PHILLIPS: -- are you going to allow</p> <p>2 my client the opportunity to clarify the record --</p> <p>3 MR. BARTOS: I am asking questions.</p> <p>4 MS. PHILLIPS: -- as to his testimony?</p> <p>5 Because I'm going to object that -- if you don't allow</p> <p>6 him to clarify the record about his testimony on the</p> <p>7 promissory note, then I'm going to object.</p> <p>8 MR. BARTOS: You feel free to object.</p> <p>9 I'm going to ask questions.</p> <p>10 Q. Mr. Vargas --</p> <p>11 MS. PHILLIPS: I am going to object, and</p> <p>12 I'm going to take a break with my client.</p> <p>13 MR. BARTOS: If you're going to get up</p> <p>14 and leave, get up and leave. But I'm going to keep</p> <p>15 asking questions.</p> <p>16 MS. PHILLIPS: I'm going to stop the</p> <p>17 deposition at this point because I think that you are</p> <p>18 creating a circumstance that is hostile at this point.</p> <p>19 This is not the way to conduct a deposition. You should</p> <p>20 be investigating the actual facts. If you want to know</p> <p>21 the facts as to what happened, then you should ask the</p> <p>22 questions and find out the testimony.</p> <p>23 BY MR. BARTOS:</p> <p>24 Q. Mr. Vargas, are you prepared to continue with</p> <p>25 your testimony?</p>	<p style="text-align: right;">48</p> <p>1 while you ask him questions and whether or not</p> <p>2 Mr. Vargas can clarify his testimony on record.</p> <p>3 Are you asking questions for purposes of</p> <p>4 discovering what -- what actually happened, or are you</p> <p>5 asking questions so that you can tilt the stage in your</p> <p>6 favor?</p> <p>7 MR. BARTOS: I'm here to take the</p> <p>8 deposition as ordered by the Court, and I intend to keep</p> <p>9 doing so as long as you're here.</p> <p>10 MS. PHILLIPS: Well, unfortunately, I am</p> <p>11 not of the opinion that you are going to ask questions</p> <p>12 and not allow my client the opportunity to clarify a</p> <p>13 response when English is not his primary language --</p> <p>14 MR. BARTOS: He will have every</p> <p>15 opportunity to answer --</p> <p>16 MS. PHILLIPS: -- and he can't clarify a</p> <p>17 response.</p> <p>18 MR. BARTOS: -- when you get to ask</p> <p>19 questions.</p> <p>20 MS. PHILLIPS: If you're not going to</p> <p>21 allow him to --</p> <p>22 MR. BARTOS: I go first.</p> <p>23 MS. PHILLIPS: Are you going to allow him</p> <p>24 to clarify his testimony?</p> <p>25 MR. BARTOS: You are welcome to ask any</p>
<p style="text-align: right;">47</p> <p>1 MS. PHILLIPS: Don't address my client.</p> <p>2 You can address questions at me when we are discussing</p> <p>3 the matters before -- in this case.</p> <p>4 MR. BARTOS: We are here for a</p> <p>5 deposition, and I'm going to conduct the deposition.</p> <p>6 MS. PHILLIPS: Correct. We are here for</p> <p>7 a deposition, and we are discussing matters pertaining</p> <p>8 to this case. So you and I can discuss and hammer out</p> <p>9 issues relating to this case.</p> <p>10 MR. BARTOS: You will have the full right</p> <p>11 to ask Mr. Vargas whatever questions you want. I am</p> <p>12 asking questions now. And I need to be permitted to ask</p> <p>13 my questions.</p> <p>14 MS. PHILLIPS: I think we need to stop.</p> <p>15 I think we need to stop.</p> <p>16 MR. BARTOS: I am not stopping.</p> <p>17 MS. PHILLIPS: Well, I am. I am</p> <p>18 stopping. And I think that we need -- at this point we</p> <p>19 need to stop, and we can schedule something with the</p> <p>20 Court and find out what -- what the next steps need to</p> <p>21 be to come to a resolution on something as simple as a</p> <p>22 confidentiality order, as something as simple as a</p> <p>23 deposition and -- and whether or not a break needs to</p> <p>24 take place, whether or not lunch needs to be 30 minutes</p> <p>25 or -- or, you know, whether or not Mr. Ross can stand up</p>	<p style="text-align: right;">49</p> <p>1 questions you want when it's your turn. Please stop</p> <p>2 interfering with my deposition.</p> <p>3 MS. PHILLIPS: Are you going to allow him</p> <p>4 to clarify his response?</p> <p>5 MR. BARTOS: I've answered your question.</p> <p>6 MS. PHILLIPS: You did not. You answered</p> <p>7 my question --</p> <p>8 BY MR. BARTOS:</p> <p>9 Q. Mr. Vargas --</p> <p>10 MS. PHILLIPS: -- with a different -- are</p> <p>11 you going to allow him to clarify his testimony?</p> <p>12 MR. BARTOS: Please stop interfering with</p> <p>13 the deposition.</p> <p>14 MS. PHILLIPS: I'm going to end this if</p> <p>15 you don't allow him to clarify his testimony.</p> <p>16 MR. BARTOS: Please stop interfering with</p> <p>17 my deposition. You will have every right to ask him a</p> <p>18 question when I'm done.</p> <p>19 MS. PHILLIPS: You have -- you can answer</p> <p>20 my question. Will you allow him to clarify his</p> <p>21 testimony? If you don't, we're done.</p> <p>22 MR. BARTOS: He is allowed to answer your</p> <p>23 questions when you ask him your questions when I am</p> <p>24 finished.</p> <p>25 MS. PHILLIPS: It's a yes-or-no question.</p>

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<div style="text-align: right;">50</div> <div>1 Will you allow him to clarify his testimony? Yes or no?</div> <div>2 MR. BARTOS: When you ask him</div> <div>3 questions --</div> <div>4 MS. PHILLIPS: We're done. Let's go.</div> <div>5 MR. BARTOS: -- he can testify what he</div> <div>6 wants.</div> <div>7 I object to your leaving. I am going to ask</div> <div>8 for --</div> <div>9 MS. PHILLIPS: I object to your, you</div> <div>10 know -- I object to this entire situation.</div> <div>11 MR. BARTOS: We will seek full relief</div> <div>12 from the Court.</div> <div>13 (Ms. Phillips and the Witness exit</div> <div>14 the room)</div> <div>15 MR. BARTOS: We can stop the record.</div> <div>16 That's fine.</div> <div>17 THE VIDEOGRAPHER: Off the record at</div> <div>18 11:47 a.m.</div> <div>19 (Proceedings adjourned at 11:47 a.m.)</div> <div>20 (Per Federal Rule of Civil Procedure</div> <div>21 30(e)(1), signature was requested via</div> <div>22 email by Counsel after completion of the</div> <div>23 deposition)</div> <div>24</div> <div>25</div>	<div style="text-align: right;">52</div> <div>1 true and correct, except as noted above.</div> <div>2</div> <div>3</div> <div>4 STATE OF _____ x</div> <div>5 COUNTY OF _____ x</div> <div>6</div> <div>7 Before me, _____, on this day</div> <div>8 personally appeared EUGENIO VARGAS, known to me (or</div> <div>9 proved to me under oath or through _____)</div> <div>10 (description of identity card or other document) to be</div> <div>11 the person whose name is subscribed to the foregoing</div> <div>12 instrument and acknowledged to me that they executed the</div> <div>13 same for the purposes and consideration therein</div> <div>14 expressed.</div> <div>15 GIVEN UNDER MY HAND AND SEAL of office this</div> <div>16 ____ day of _____, 2024.</div> <div>17</div> <div>18</div> <div>19</div> <div>20 (Seal) _____</div> <div>21 Notary Public in and for the</div> <div>22 State of _____.</div> <div>23</div> <div>24</div> <div>25</div>
<div style="text-align: right;">51</div> <div>1 CHANGES AND SIGNATURE</div> <div>2 WITNESS NAME: EUGENIO VARGAS, VOLUME 1</div> <div>3 DEPOSITION DATE: FEBRUARY 2, 2024</div> <div>4 PAGELINE CHANGE/REASON</div> <div>5 _____</div> <div>6 _____</div> <div>7 _____</div> <div>8 _____</div> <div>9 _____</div> <div>10 _____</div> <div>11 _____</div> <div>12 _____</div> <div>13 _____</div> <div>14 _____</div> <div>15 _____</div> <div>16 _____</div> <div>17 _____</div> <div>18 _____</div> <div>19 _____</div> <div>20 _____</div> <div>21 _____</div> <div>22 _____</div> <div>23 _____</div> <div>24 I, EUGENIO VARGAS, have read the foregoing</div> <div>25 deposition and hereby affix my signature that same is</div>	<div style="text-align: right;">53</div> <div>1 IN THE UNITED STATES DISTRICT COURT</div> <div>2 FOR THE NORTHERN DISTRICT OF TEXAS</div> <div>3 FORT WORTH DIVISION</div> <div>4 EUGENIO VARGAS, §</div> <div>5 §</div> <div>6 Plaintiff/ §</div> <div>7 Counterclaim Defendant, §</div> <div>8 § Civil Action No.</div> <div>9 VS. § 4:22-cv-430-Y</div> <div>10 §</div> <div>11 ASSOCIATION OF § Judge Terry R. Means</div> <div>12 PROFESSIONAL FLIGHT §</div> <div>13 ATTENDANTS, et al., §</div> <div>14 §</div> <div>15 Defendants/ §</div> <div>16 Counterclaim Plaintiff. §</div> <div>17 REPORTER'S CERTIFICATION</div> <div>18 VIDEOTAPED ORAL DEPOSITION OF EUGENIO VARGAS</div> <div>19 VOLUME 1</div> <div>20 FEBRUARY 2, 2024</div> <div>21</div> <div>22 I, Angela L. Mancuso, Certified Shorthand Reporter</div> <div>23 in and for the State of Texas, hereby certify to the</div> <div>24 following:</div> <div>25 That the witness, EUGENIO VARGAS was duly sworn by</div> <div>the officer and that the transcript of the oral</div> <div>deposition is a true record of the testimony given by</div> <div>the witness;</div> <div>That the original deposition was delivered to</div> <div>Ms. Kerri Phillips for examination and signature by the</div> <div>witness;</div> <div>That the time used by the parties is as follows:</div>

Eugenio Vargas

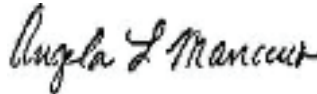
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1 MS. KERRI PHILLIPS: 0 minutes
2 MR. JEFFREY A. BARTOS: 58 minutes
3 I further certify that pursuant to FRCP Rule
4 30(e)(1) that the signature of the deponent was
5 requested by the Counsel for the deponent after the
6 completion of the deposition and that the signature is
7 to be before any notary public and returned within
8 30 days from date of receipt of the transcript. If
9 returned, the attached Changes and Signature page
10 contains any changes and the reasons therefor.

11 I further certify that I am neither attorney or
12 counsel for, nor related to or employed by, any of the
13 parties to the action in which this deposition is taken,
14 and further that I am not a relative or employee of any
15 attorney or counsel employed by the parties hereto, or
16 financially interested in the action.

17 Certified to by me on this the 7th day of February,
18 2024.



21 ANGELA L. MANCUSO, CSR 4514
22 Expiration Date: 10/31/24
23 Stryker Reporting
24 Firm Registration No. 806
25 1450 Hughes Road, Suite 230
Grapevine, Texas 76051
(817) 494-0700

3/8/2024

ROBERT (BOB) ROSS

ACTION NO. 4:22-CV-343-Y

AND

VS.

ACTION NO. 4:22-CV-430-Y

VIDEOTAPED ORAL DEPOSITION OF
EUGENIO VARGAS
VOLUME 2
MARCH 8, 2024

STRYKER REPORTING SERVICES

(817) 494-0700

APPX. 0617

Eugenio Vargas, Vol. 2

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<p>56</p> <p>1 APPEARANCES</p> <p>2</p> <p>3 FOR THE PLAINTIFFS:</p> <p>4 MS. KERRI PHILLIPS</p> <p>5 K.D. PHILLIPS LAW FIRM, PLLC</p> <p>6 6010 West Spring Creek Parkway</p> <p>7 Plano, Texas 75024</p> <p>8 (972) 327-5800</p> <p>9 kerri@KDphillipslaw.com</p> <p>10</p> <p>11 FOR THE DEFENDANTS:</p> <p>12 MR. JEFFREY A. BARTOS</p> <p>13 GUERRIERI, BARTOS & ROMA, P.C.</p> <p>14 1900 M Street, N.W.</p> <p>15 Suite 700</p> <p>16 Washington, D.C. 20036</p> <p>17 (202) 624-7400</p> <p>18 jbartos@geclaw.com</p> <p>19</p> <p>20 ALSO PRESENT:</p> <p>21 Mr. Josh Black, APFA National Secretary</p> <p>22 Mr. Adam Phillips, Paralegal</p> <p>23 K.D. Phillips Law Firm, PLLC</p> <p>24</p> <p>25 Mr. John Hines, Videographer</p> <p>Elite Video Productions</p> <p>3018 Commerce Street</p> <p>Dallas, Texas 75226</p> <p>(214) 747-1952</p>	<p>58</p> <p>1 PROCEEDINGS</p> <p>2 (March 8, 2024, 9:17 a.m.)</p> <p>3 THE VIDEOGRAPHER: This is Tape 1 in the</p> <p>4 video deposition of Eugenio Vargas. Today is Friday,</p> <p>5 March 8, 2024. We're now on record at 9:17 a.m.</p> <p>6 Will attorneys please introduce themselves for</p> <p>7 the record.</p> <p>8 MR. BARTOS: Jeffrey Bartos, for the APFA</p> <p>9 defendants.</p> <p>10 MS. PHILLIPS: Kerri Phillips, for</p> <p>11 Eugenio Vargas.</p> <p>12 (Witness sworn by reporter)</p> <p>13 EUGENIO VARGAS,</p> <p>14 having been first duly sworn, testifies as follows:</p> <p>15 EXAMINATION</p> <p>16 BY MR. BARTOS:</p> <p>17 Q. Good morning, Mr. Vargas. Thanks for being</p> <p>18 back.</p> <p>19 Since the date of your -- the start of your</p> <p>20 deposition in early February, have you discussed your</p> <p>21 deposition at all with anyone besides your lawyer?</p> <p>22 A. No.</p> <p>23 Q. Okay. Since that time have you had any</p> <p>24 discussion with Craig -- with Craig Gunter?</p> <p>25 A. Me personally?</p>
<p>57</p> <p>1 TABLE OF CONTENTS</p> <p>2 PAGE</p> <p>3 Appearances..... 56</p> <p>4 EUGENIO VARGAS, VOLUME 2</p> <p>5 Examination by Mr. Bartos..... 58</p> <p>6 Changes and Signature..... 128</p> <p>7 Reporter's Certification..... 130</p> <p>8</p> <p>9 EXHIBITS</p> <p>10 NUMBER DESCRIPTION PAGE</p> <p>11 Exhibit 6 Article VII Charges - Vargas 105</p> <p>12 Post-Hearing Brief</p> <p>13 Exhibit 7 Affidavit of Eugenio Vargas in 109</p> <p>14 Support of Motion for Summary Judgment</p> <p>15</p> <p>16 PREVIOUSLY MARKED EXHIBITS</p> <p>17 NUMBER DESCRIPTION PAGE</p> <p>18 Exhibit 2 Plaintiff's Amended Complaint 69</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 REPORTER'S NOTE:</p> <p>24 Quotation marks are used for clarity and do</p> <p>25 not necessarily reflect a direct quote.</p>	<p>59</p> <p>1 Q. Yes.</p> <p>2 A. No.</p> <p>3 Q. Did you read Mr. Gunter's affidavit that was</p> <p>4 filed in court recently?</p> <p>5 A. Briefly.</p> <p>6 Q. Okay. Did you disagree with anything that was</p> <p>7 in his affidavit?</p> <p>8 A. Not that I can recall.</p> <p>9 Q. All right. Since the start of your deposition</p> <p>10 on February 2nd, have you reviewed any documents related</p> <p>11 to this litigation?</p> <p>12 A. Just the transcript.</p> <p>13 Q. Okay. So you read your transcript of your --</p> <p>14 the start of your deposition?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Where -- just to back up, I should have</p> <p>17 asked you this in the initial deposition, but what base</p> <p>18 do you work from for American Airlines?</p> <p>19 A. Here, Dallas-Fort Worth.</p> <p>20 Q. Do you live here in Texas?</p> <p>21 A. Yes.</p> <p>22 Q. And in the course of your time as an American</p> <p>23 Airlines flight attendant, did you serve on the APFA</p> <p>24 Board of Directors at any point?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">60</p> <p>1 Q. Okay. And when did -- when was that?</p> <p>2 A. I started back in, I think it was 2000, as</p> <p>3 the Boston International vice president, back then</p> <p>4 vice chair.</p> <p>5 Q. Okay.</p> <p>6 A. Took a break. Came back; I think it was 2002.</p> <p>7 I think I did another two years as the same position,</p> <p>8 base vice pres -- vice chair. Then I came back in 2006.</p> <p>9 Don't remember if I was the base vice chair when I came</p> <p>10 back, but during that time I changed over to the</p> <p>11 chairperson.</p> <p>12 Q. Okay.</p> <p>13 A. And that was all the way until 2000 -- can't</p> <p>14 remember if it was '14 or '15 when we merged the bases.</p> <p>15 Q. Okay. And just for clarity, my question was</p> <p>16 directed as to whether you were on the board of</p> <p>17 directors.</p> <p>18 And, when you were the base chair, did that</p> <p>19 put you on the board of directors?</p> <p>20 A. Yeah.</p> <p>21 Q. Okay.</p> <p>22 A. Well, I mean, as the vice chair you could sit</p> <p>23 on the board, so you technically can.</p> <p>24 Q. Okay. Just for clarity I just wanted -- so</p> <p>25 you were base chair for one period of time, correct?</p>	<p style="text-align: right;">62</p> <p>1 was the end of June, if it was the end of July of 2018.</p> <p>2 Q. Okay. All right. So you started April 1st,</p> <p>3 2016?</p> <p>4 A. Yes.</p> <p>5 Q. And you ended end of July 2018?</p> <p>6 A. Either at the end of July or end of June.</p> <p>7 Q. Okay. Definitely not March. That was my</p> <p>8 mistake.</p> <p>9 A. Yeah.</p> <p>10 Q. Okay. Now, during that time period, the</p> <p>11 April 2016 until, let's just say, July 2018, whenever</p> <p>12 you left office, did you interact at all in person with</p> <p>13 Joe Burns?</p> <p>14 A. I mean, can you define "interact"?</p> <p>15 Q. Were you ever in the same room with Joe Burns,</p> <p>16 to your recollection?</p> <p>17 A. I think so.</p> <p>18 Q. Okay. What would have been the context in</p> <p>19 that time period?</p> <p>20 A. I mean, we had meetings. I cannot be for sure</p> <p>21 of that.</p> <p>22 Q. What role did Joe Burns have with APFA in the</p> <p>23 time period April 2016 until July 2018?</p> <p>24 A. I'm not a hundred percent sure, to tell you</p> <p>25 what exactly he did. I know he was one of the -- the</p>
<p style="text-align: right;">61</p> <p>1 A. Yeah.</p> <p>2 Q. Okay. You were vice chair for a few different</p> <p>3 periods of time?</p> <p>4 A. Yeah. Well, I was chair, I guess, also, you</p> <p>5 can say. If you're going to not take one block as one,</p> <p>6 then I was chair for several.</p> <p>7 Q. Okay. In a row?</p> <p>8 A. Yeah.</p> <p>9 Q. Several in a row. Okay. Okay. All right.</p> <p>10 But the vice chair does not have official</p> <p>11 position on the board of directors, does it?</p> <p>12 A. It's up to you to interpret it that way. I</p> <p>13 mean, if you get to sit on the -- if the chair is not</p> <p>14 there, you're going to take that. So ...</p> <p>15 Q. Okay. Understood. All right. Now I want to</p> <p>16 focus on the period of time when you were a national</p> <p>17 officer. And you were the treasurer, correct --</p> <p>18 A. Uh-huh.</p> <p>19 Q. -- of APFA?</p> <p>20 And that was from April 1, 2016, until</p> <p>21 March 31, 2018; is that right?</p> <p>22 A. No.</p> <p>23 Q. No? What was your period of time as</p> <p>24 treasurer?</p> <p>25 A. Can't remember if it was July that we -- if it</p>	<p style="text-align: right;">63</p> <p>1 lead negotiator for -- the lead lawyer for negotiations,</p> <p>2 but I cannot tell you if he was actually doing it</p> <p>3 through that time or not.</p> <p>4 Q. Okay. Were -- was APFA in negotiations with</p> <p>5 American in the period April 1, 2016, to July 31 --</p> <p>6 A. They were in the process.</p> <p>7 Q. Just let me finish the question so the court</p> <p>8 reporter can -- can get down what we're each saying.</p> <p>9 Okay.</p> <p>10 So, to your best of your recollection, was</p> <p>11 APFA and American Airlines in contract negotiations</p> <p>12 during the time when you were national treasurer?</p> <p>13 A. Not in contract negotiations. They were still</p> <p>14 implementing the contract.</p> <p>15 Q. Okay. And did Mr. Burns play any role in the</p> <p>16 implementation process?</p> <p>17 A. I'm going to assume he did, I mean, with PBS</p> <p>18 still being not completely there.</p> <p>19 Q. Okay. Just for the record, PBS, that's</p> <p>20 Preferential Bidding System?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. Now, do you remember in that time</p> <p>23 period while you were treasurer Mr. Burns saying</p> <p>24 anything negative about you?</p> <p>25 A. I don't recall.</p>

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<p>64</p> <p>1 Q. Okay. Do you recall in that time period you</p> <p>2 saying anything negative about Mr. Burns?</p> <p>3 A. Not that I can recall right now.</p> <p>4 Q. And, during that same time period when you</p> <p>5 were treasurer, did you know Melissa Chinery?</p> <p>6 A. Knew the name.</p> <p>7 Q. Beyond just knowing her name, did you know her</p> <p>8 in any other way?</p> <p>9 A. No.</p> <p>10 Q. I'm sorry. You're shaking your head no?</p> <p>11 A. I said no.</p> <p>12 Q. And do you remember in that time period that</p> <p>13 you were treasurer, Ms. Chinery saying anything negative</p> <p>14 about you personally?</p> <p>15 A. I mean, just about me, no. But, I mean, on</p> <p>16 the administration, yes.</p> <p>17 Q. Okay. And what do you recall her saying about</p> <p>18 the administration that was negative while you were</p> <p>19 treasurer?</p> <p>20 A. She was -- Bob, I think, was to take us out of</p> <p>21 office, something to that nature.</p> <p>22 Q. Now, I think the record shows there is a</p> <p>23 statement by Ms. Chinery saying she was going to work to</p> <p>24 get Bob out of office, Bob Ross.</p> <p>25 Do you remember any statement saying she</p>	<p>66</p> <p>1 A. I don't remember if when I was the chairperson</p> <p>2 we did send something in writing, but we did talk about</p> <p>3 it in a lot of meetings.</p> <p>4 Q. When you say "chairperson," what do you mean?</p> <p>5 A. The Boston International base chair.</p> <p>6 Q. Okay. So you were Boston International base</p> <p>7 chair before you became treasurer?</p> <p>8 A. Before, yeah.</p> <p>9 Q. Okay. So I'm talking about while you were a</p> <p>10 national officer while you were treasurer.</p> <p>11 So you remember having some discussions before</p> <p>12 becoming a national officer --</p> <p>13 A. Yes.</p> <p>14 Q. -- about AFA.</p> <p>15 And then you testified to a letter that you</p> <p>16 signed that went to Sara Nelson, I believe?</p> <p>17 A. Yes.</p> <p>18 Q. And I'm asking if you remember anything after</p> <p>19 that that you put in writing?</p> <p>20 A. Oh, after that?</p> <p>21 Q. Yes.</p> <p>22 A. I don't recall anything else.</p> <p>23 Q. Okay. And just for context, when you were</p> <p>24 Boston International base chair, was that before the</p> <p>25 American/US Airways merger?</p>
<p>65</p> <p>1 wanted to get the entire administration out of office?</p> <p>2 A. That might have been something on Facebook. I</p> <p>3 don't -- I cannot be a hundred percent sure if she said</p> <p>4 the whole, but, yeah.</p> <p>5 Q. Okay. And do you recall in that same time</p> <p>6 period, again, while you were treasurer, okay, you</p> <p>7 saying or writing anything negative about Ms. Chinery?</p> <p>8 A. No.</p> <p>9 Q. Do you recall during the beginning of your</p> <p>10 administration, 2016, there being any dispute or</p> <p>11 conflict between Mr. Ross and the AFA regarding</p> <p>12 potential merger or potential raid or anything of that</p> <p>13 nature?</p> <p>14 A. I remember us writing a letter that was</p> <p>15 delivered to -- I think her name is Sara Nelson.</p> <p>16 Q. Okay. So you remember signing -- having a</p> <p>17 letter that was written?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And do you think -- and do you recall,</p> <p>20 other than that letter -- and did you sign the letter?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. Do you recall, other than that letter,</p> <p>23 you personally putting your name to anything</p> <p>24 communicated to AFA opposing a merger or raid or</p> <p>25 anything of that nature?</p>	<p>67</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Now --</p> <p>3 A. Yes and no. Because I was still -- I was</p> <p>4 still the chairperson during the actual merger.</p> <p>5 Q. Okay. Fair enough.</p> <p>6 A. I want to clarify that.</p> <p>7 Q. Appreciate that. Sometimes those dates -- I</p> <p>8 get mixed up in my head what happened when. So</p> <p>9 appreciate it.</p> <p>10 Now, are you aware that your attorney filed a</p> <p>11 motion for summary judgment in this case in -- about</p> <p>12 March 1st of this year?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And are you aware that there was an</p> <p>15 affidavit by you that was filed supporting that motion?</p> <p>16 A. Yes.</p> <p>17 Q. And do you recall that there was an earlier</p> <p>18 motion for summary judgment filed back in January, prior</p> <p>19 to your -- the first part of this deposition?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And at the time -- just going back to</p> <p>22 the first motion, so the -- there was a motion filed in</p> <p>23 January before your deposition. At the time you filed</p> <p>24 your affidavit, had you read the -- the memorandum</p> <p>25 supporting the motion for summary judgment?</p>

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<p style="text-align: right;">68</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And, when the motion or a modified</p> <p>3 version of the motion was filed in March, do you</p> <p>4 recall -- did you read the supporting memorandum before</p> <p>5 it was filed?</p> <p>6 A. I believe I did.</p> <p>7 Q. Okay. Are you aware, Mr. Vargas, that you're</p> <p>8 suing Julie Hedrick for fraud?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And you're aware that you're also suing</p> <p>11 Erik Harris for fraud?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And just in your own words, what would</p> <p>14 you describe as the fraud that Ms. Hedrick committed</p> <p>15 towards you or against you?</p> <p>16 A. I mean, I will have to go back and read</p> <p>17 exactly what I put.</p> <p>18 Q. Okay. Well, I'm asking you right now what's</p> <p>19 your understanding.</p> <p>20 A. Again, I will have to go back and read what</p> <p>21 I -- I don't want to say something that I did not put.</p> <p>22 Q. Okay. So, if we wanted to see -- when you say</p> <p>23 that you put, you mean that was in the complaint in this</p> <p>24 case?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">70</p> <p>1 page, which is -- it says page 10 of 12 at the top. And</p> <p>2 I want to direct your attention in particular to</p> <p>3 paragraph 49, which is the first numbered paragraph on</p> <p>4 that page. Do you see it?</p> <p>5 A. Uh-huh.</p> <p>6 Q. And that reads, "Defendants, APFA, the</p> <p>7 national officers, in-house and outside counsel for APFA</p> <p>8 all made statements that were material that Ross was</p> <p>9 overpaid and Vargas was responsible for the overpayment</p> <p>10 to Ross." Do you see that?</p> <p>11 A. I do.</p> <p>12 Q. Okay. And what, to your knowledge, is the</p> <p>13 alleged overpayment you're referencing in paragraph 49?</p> <p>14 A. Ross Transition Agreement.</p> <p>15 Q. I'm sorry?</p> <p>16 A. Ross Transition Agreement.</p> <p>17 Q. Okay. Do you mean payments under the Ross</p> <p>18 Transition Agreement?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And what were the overpayments under</p> <p>21 the Ross Transition Agreement that were -- that were</p> <p>22 alleged to have been made?</p> <p>23 A. The total that was paid to him.</p> <p>24 Q. Okay. And what is your understanding about</p> <p>25 what was the statement about why that was an</p>
<p style="text-align: right;">69</p> <p>1 Q. Okay. I'm going to show you, Mr. Vargas, a</p> <p>2 document that we marked back in February as Exhibit 2.</p> <p>3 Let me know once you've had a chance to look at it. My</p> <p>4 first question will be, is that your understanding</p> <p>5 that's your amended complaint in this case?</p> <p>6 A. (Reading document).</p> <p>7 Q. All right. So, Mr. Vargas, you've had a</p> <p>8 chance to review Exhibit 2?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Are you aware this is the amended</p> <p>11 complaint that you filed against the APFA, Ms. Hedrick,</p> <p>12 and Mr. Harris?</p> <p>13 A. It looks like it.</p> <p>14 Q. Okay. I want to direct your attention in</p> <p>15 particular to page number -- written at the top -- it</p> <p>16 says page 9 of 12. At the top of that page, in the</p> <p>17 black ink, there is a Roman numeral VIII, and it says,</p> <p>18 Claim: Breach of Union Constitution. Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And, if you look down further, there is a</p> <p>21 Roman numeral IX, and it says, Claim: Common Law Breach</p> <p>22 of Fiduciary Duty and Fraud. Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And I want to ask you some questions</p> <p>25 about the particular allegations that are on the next</p>	<p style="text-align: right;">71</p> <p>1 overpayment?</p> <p>2 A. APFA claims that they were not paid within the</p> <p>3 guidelines of the Transition Agreement.</p> <p>4 Q. That Ross was not paid?</p> <p>5 A. Yeah.</p> <p>6 Q. Okay. Do you have anything more specific,</p> <p>7 besides that general statement, about what the claim</p> <p>8 was, what APFA, in-house and outside counsel, and</p> <p>9 national officers were stating?</p> <p>10 A. No.</p> <p>11 Q. Okay. And you say in this paragraph 49 that</p> <p>12 the national officers as a group made such statements.</p> <p>13 And I'm wondering what statements? Are you referring to</p> <p>14 every single one of the national officers currently in</p> <p>15 office or just some of them?</p> <p>16 A. All of them.</p> <p>17 Q. Okay. And when you write -- or your complaint</p> <p>18 alleges that in-house counsel made such statements,</p> <p>19 which in-house counsel are you referring to?</p> <p>20 A. I don't have the -- the list of their -- I</p> <p>21 know -- I can remember one of them was Susannah Bender.</p> <p>22 I don't remember the other names.</p> <p>23 (Reporter clarifying)</p> <p>24 Q. Okay. All right. And what outside counsel</p> <p>25 are you referring to in paragraph 49?</p>

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<p style="text-align: right;">72</p> <p>1 A. I cannot think of his name right now.</p> <p>2 Q. Okay. The -- so just for clarification, you</p> <p>3 were alleging that all of the national officers, that</p> <p>4 Julie Hedrick, Erik Harris, Josh Black, and Larry</p> <p>5 Salas -- those are the national officers, right?</p> <p>6 A. Yes.</p> <p>7 Q. That all of them, also Ms. Bender, also</p> <p>8 another outside counsel -- you're not sure of the name;</p> <p>9 it's a male, a man -- all made statements that Ross was</p> <p>10 overpaid and that you were responsible for the</p> <p>11 overpayment?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And I'm wondering, to the extent you</p> <p>14 can, what exactly were the statements that Ms. Hedrick</p> <p>15 made to that effect?</p> <p>16 A. Can't recall right now.</p> <p>17 Q. Okay. What exactly were the statements that</p> <p>18 Mr. Harris made to that effect?</p> <p>19 A. Can't recall right now.</p> <p>20 Q. All right. Same question for Mr. Black. What</p> <p>21 exact statements --</p> <p>22 A. Can't recall right now.</p> <p>23 Q. Let me just -- let me just -- we need to make</p> <p>24 the record. That's all. Okay.</p> <p>25 What exact statements did Mr. Black make to</p>	<p style="text-align: right;">74</p> <p>1 So, I mean, it might mean something else to me, mean</p> <p>2 something else to you. So it might be the same thing,</p> <p>3 but, yeah.</p> <p>4 Q. Okay. With that being said, what is your</p> <p>5 understanding of what "material" means?</p> <p>6 A. Something that's clue, important.</p> <p>7 Q. Now, you're aware that the Article VII</p> <p>8 arbitrator found that Mr. Ross was overpaid. You're</p> <p>9 aware of that?</p> <p>10 A. That's what he put in his arbitration award.</p> <p>11 Q. Right. The arbitration decision --</p> <p>12 A. Yes.</p> <p>13 Q. -- for Mr. Ross said Mr. Ross was overpaid?</p> <p>14 A. Uh-huh.</p> <p>15 Q. Okay. And do you recall from Mr. Gunter's</p> <p>16 affidavit that you reviewed that he said there was a</p> <p>17 determination that you, Marcy Dunaway, and Nena Martin</p> <p>18 had also been overpaid? Do you remember that?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And the payment to Mr. Ross, which the</p> <p>21 arbitrator found was an overpayment, was a payment that</p> <p>22 you authorized, right?</p> <p>23 A. In conjunction with the accounting department,</p> <p>24 yes.</p> <p>25 Q. You consulted with the accounting department?</p>
<p style="text-align: right;">73</p> <p>1 that effect?</p> <p>2 A. I can't recall right now.</p> <p>3 Q. Okay. Is your answer the same for Mr. Salas?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And is your answer the same for</p> <p>6 Ms. Bender?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Is your answer the same for the outside</p> <p>9 counsel whose name you can't remember?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. All right. Do you remember to whom</p> <p>12 those statements were made by any of these individuals?</p> <p>13 A. I can't recall.</p> <p>14 Q. And were any of these statements, to your</p> <p>15 knowledge, made in writing?</p> <p>16 A. I can't recall.</p> <p>17 Q. Were any of them made orally, spoken?</p> <p>18 A. I can't recall.</p> <p>19 Q. Okay. And do you have an understanding, in</p> <p>20 the allegation of paragraph 49, that all these people</p> <p>21 made statements that were "material"? I know you're not</p> <p>22 a lawyer. I'm just asking do you have an understanding</p> <p>23 of what was the meaning of "material" in your complaint</p> <p>24 that you filed?</p> <p>25 A. I'm going to say that's attorney language.</p>	<p style="text-align: right;">75</p> <p>1 A. Yes.</p> <p>2 Q. You were the treasurer at the time of that</p> <p>3 overpayment, though, right?</p> <p>4 A. Yes.</p> <p>5 Q. Now, I'd like you to look at paragraph 50.</p> <p>6 Now, in paragraph 49 you refer to statements that were</p> <p>7 alleged to be material. Okay. And in paragraph 50 the</p> <p>8 allegation is that there were statements made that were</p> <p>9 false. Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. All right. And just to read that into</p> <p>12 the record, it says, "Defendants, APFA, the national</p> <p>13 officers, in-house and outside counsel for APFA violated</p> <p>14 their fiduciary duty because they made false statements</p> <p>15 to Ross, Vargas and third parties regarding debt that</p> <p>16 Plaintiff paid to Ross that he was owed under Ross's</p> <p>17 Transition Agreement." Do you see that?</p> <p>18 A. I see that.</p> <p>19 Q. Okay. Now, when you refer in paragraph 50 to</p> <p>20 the national officers, in-house and outside counsel, are</p> <p>21 those the same people that you described in paragraph 49</p> <p>22 that you just testified to?</p> <p>23 A. Yes.</p> <p>24 Q. Okay.</p> <p>25 A. In addition to the debt collector.</p>

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<p>76</p> <p>1 Q. Okay. Well, I'm just looking at where you</p> <p>2 describe APFA, the national officers, in-house and</p> <p>3 outside counsel. Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. So national officers, that's</p> <p>6 Ms. Hedrick, Mr. Harris, Mr. Black, and Mr. Salas?</p> <p>7 A. Unless they changed from paragraph 49 to 50,</p> <p>8 yes, they are --</p> <p>9 Q. I'm just asking --</p> <p>10 A. -- they are the national officers.</p> <p>11 Q. Okay. Okay. And in-house counsel, is that</p> <p>12 Ms. Bender again?</p> <p>13 A. Yes.</p> <p>14 Q. And outside counsel, who is that outside</p> <p>15 counsel referred to in paragraph 50?</p> <p>16 A. I told you earlier I cannot remember --</p> <p>17 Q. Okay.</p> <p>18 A. -- the exact name.</p> <p>19 Q. Okay. So -- all right.</p> <p>20 A. And in-house -- Bender was one of the</p> <p>21 in-house. They had several throughout this. So ...</p> <p>22 Q. Okay. The only one you can remember offhand</p> <p>23 is Ms. Bender?</p> <p>24 A. From her -- her name, yeah.</p> <p>25 Q. Okay. Okay. All right. Now, you allege in</p>	<p>78</p> <p>1 was false?</p> <p>2 A. What did she say?</p> <p>3 Q. Yeah, to the debt collector. You said she</p> <p>4 made -- Julie Hedrick made a false statement to the debt</p> <p>5 collector. So I'm asking you what was the false</p> <p>6 statement that Ms. Hedrick made to the debt collector?</p> <p>7 A. That the O'Neil firm, company, said that the</p> <p>8 payments made to Ross were within the Transition</p> <p>9 Agreement.</p> <p>10 Q. Okay. So Julie Hedrick told the debt</p> <p>11 collector what you just said?</p> <p>12 A. Well, she knew about it.</p> <p>13 Q. She knew about what?</p> <p>14 A. About the letter --</p> <p>15 Q. Okay.</p> <p>16 A. -- that O'Neil sent to APFA.</p> <p>17 Q. I'm asking you -- you're suing Julie Hedrick</p> <p>18 and other people for fraud.</p> <p>19 A. Uh-huh.</p> <p>20 Q. Okay. And you say in paragraph 50 that Julie</p> <p>21 Hedrick and other people made false statements to</p> <p>22 certain people.</p> <p>23 A. Yes.</p> <p>24 Q. And I'm trying to figure out who said what to</p> <p>25 who. Okay. And you're telling me that Julie Hedrick</p>
<p>77</p> <p>1 paragraph 50 that these people made false statements.</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And they made false statements, you</p> <p>4 say, to Mr. Ross, and they made false statements to you.</p> <p>5 Is that right?</p> <p>6 A. Uh-huh.</p> <p>7 Q. And they made false statements to third</p> <p>8 parties?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Now, do you remember what false</p> <p>11 statements were being made to you? What is your claim</p> <p>12 as to what were the false statements made to you?</p> <p>13 A. That I overpaid Ross.</p> <p>14 Q. Okay. Okay. And was the overpayment the</p> <p>15 overpayment under the Transition Agreement?</p> <p>16 A. Correct.</p> <p>17 Q. Okay. And who were the third parties that you</p> <p>18 allege that false statements were made to in this</p> <p>19 paragraph?</p> <p>20 A. The -- I forgot the name -- the firm's name,</p> <p>21 but it's the debt collector that APFA uses.</p> <p>22 Q. Okay. Okay. So are you claiming that Julie</p> <p>23 Hedrick made a false statement to the debt collector?</p> <p>24 A. Yes.</p> <p>25 Q. What did she say to the debt collector that</p>	<p>79</p> <p>1 made a false statement to the debt collector. And I'm</p> <p>2 just trying to find out what was the false statement and</p> <p>3 where could I find it.</p> <p>4 A. There is a memo that O'Neil sent APFA where it</p> <p>5 says that payments made to Bob was within the Transition</p> <p>6 Agreement.</p> <p>7 Q. Okay. Was --</p> <p>8 A. And it was -- it was addressed to all four</p> <p>9 national officers.</p> <p>10 Q. Okay. And where is the -- what is the</p> <p>11 statement from Julie Hedrick to the debt collector that</p> <p>12 is false? I'm just trying to find out where is the</p> <p>13 statement that you're alleging in the complaint.</p> <p>14 A. Uh-huh. I cannot answer that right now, right</p> <p>15 here, this spot.</p> <p>16 Q. Okay. Just for clarity, the debt collector</p> <p>17 never came after you to collect a debt, did they?</p> <p>18 A. Because I paid it.</p> <p>19 Q. Okay. My question was, did a debt collector</p> <p>20 ever come after you to collect a debt?</p> <p>21 A. No.</p> <p>22 Q. Okay. And your allegation about false</p> <p>23 statements in paragraph 50 is about money that Mr. Ross</p> <p>24 might have owed or maybe didn't owe, depending on who</p> <p>25 you believe?</p>

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<p style="text-align: right;">80</p> <p>1 A. Uh-huh.</p> <p>2 Q. Okay. It's not about a debt that you owe?</p> <p>3 A. No.</p> <p>4 Q. Okay. All right. Do you know what false</p> <p>5 statements you're alleging were made by Erik Harris to a</p> <p>6 debt collector?</p> <p>7 A. Well, again, that memo from O'Neil saying that</p> <p>8 Bob was paid within his Transition Agreement.</p> <p>9 Q. The memo is a statement from O'Neil, right?</p> <p>10 A. Yeah.</p> <p>11 Q. It's not a statement from Harris. Okay.</p> <p>12 So my question is, what is the statement by</p> <p>13 Harris to a third party that you're claiming was false?</p> <p>14 A. That Bob owed the money.</p> <p>15 Q. Okay. And what exactly did Mr. Harris say to</p> <p>16 the debt collector about that?</p> <p>17 A. I will have to go back and read exactly what</p> <p>18 we have.</p> <p>19 Q. Okay. Now, what about Mr. Black, Josh Black?</p> <p>20 Let -- let me just ask a question.</p> <p>21 What are you alleging was a false statement</p> <p>22 made by Mr. Black to a third party?</p> <p>23 A. Same. That they all knew that Bob was paid</p> <p>24 within the Transition Agreement, according to Hal</p> <p>25 O'Neil.</p>	<p style="text-align: right;">82</p> <p>1 Q. Okay. And that -- what was the false</p> <p>2 statement?</p> <p>3 A. That Bob was overpaid and not paid within what</p> <p>4 it said.</p> <p>5 Q. And that's the same payment that the</p> <p>6 arbitrator found that Bob was overpaid?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And I'm sorry to be repetitive, but</p> <p>9 there is a list of a long number of people here, so I'm</p> <p>10 going to ask you for each of them.</p> <p>11 In paragraph 50 you're saying you're not sure</p> <p>12 who was the outside counsel you're referring to?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. And what is your understanding of what</p> <p>15 this outside counsel said to the third party regarding</p> <p>16 this overpayment?</p> <p>17 A. The payments made to Bob were outside of his</p> <p>18 Transition Agreement.</p> <p>19 Q. Okay. Is the outside counsel the counsel who</p> <p>20 represented the debt collector, or is it outside counsel</p> <p>21 who represented APFA?</p> <p>22 A. That part I don't know, if it's -- if they</p> <p>23 represented the debt collector or not.</p> <p>24 Q. Okay. But bottom line with paragraph 50, just</p> <p>25 to summarize, if I can, the misstatement or false</p>
<p style="text-align: right;">81</p> <p>1 Q. Okay. But I'm not asking about what they</p> <p>2 knew. I'm asking what was the alleged false statement?</p> <p>3 A. I will have to go back. I cannot answer that</p> <p>4 right here, right now.</p> <p>5 Q. Okay. And I'm going to ask you the same</p> <p>6 question about Mr. Salas, Larry Salas.</p> <p>7 What was the false statement you claim he made</p> <p>8 to a third party in this paragraph?</p> <p>9 A. And I will give you the same answer.</p> <p>10 Q. And your answer is what?</p> <p>11 A. That Hal O'Neil said that Bob was paid within</p> <p>12 the Transition Agreement.</p> <p>13 Q. That's what Mr. Salas told the third party?</p> <p>14 A. I cannot give you exactly that wording.</p> <p>15 Q. Okay. All right. And let me ask you about</p> <p>16 the in-house counsel. Maybe it was Ms. Bender; you're</p> <p>17 saying maybe it was somebody else; you're not sure.</p> <p>18 Okay.</p> <p>19 That -- whoever that person was you're</p> <p>20 claiming made a false statement to a third party</p> <p>21 regarding debt that you paid to Ross under the</p> <p>22 Transition Agreement, what is the false statement that</p> <p>23 the in-house counsel made to the third party?</p> <p>24 A. Same. Knew that the Transition Agreement was</p> <p>25 paid within what it said.</p>	<p style="text-align: right;">83</p> <p>1 statement is that Mr. Ross was overpaid under the</p> <p>2 Transition Agreement. Is that correct?</p> <p>3 A. Can you repeat that again?</p> <p>4 Q. Sure. I just want to boil down paragraph 50</p> <p>5 into -- into one concept. And maybe we can't. Okay.</p> <p>6 But is it fair to say that what you're</p> <p>7 alleging in paragraph 50 was that all these people --</p> <p>8 the Union, all the national officers, in-house counsel</p> <p>9 and outside counsel -- all falsely told the debt</p> <p>10 collector that Ross had been overpaid under the</p> <p>11 Transition Agreement and that you had authorized the</p> <p>12 overpayment?</p> <p>13 A. According to Hal O'Neil's information, yes.</p> <p>14 Q. Okay. And so just for clarity, your -- your</p> <p>15 view is that Mr. O'Neil's memo is what proves that these</p> <p>16 statements were all false?</p> <p>17 A. Correct.</p> <p>18 Q. Okay. All right. I want you to look at</p> <p>19 paragraph 51, and I want to draw your attention to a</p> <p>20 sentence about in the middle where you say, "The</p> <p>21 national officers' statements made to the APFA Board of</p> <p>22 Directors were defamatory and fraudulent." Do you see</p> <p>23 that?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And, again, when you are alleging</p>

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<p style="text-align: right;">84</p> <p>1 conduct and statements by the national officers, you</p> <p>2 mean every single one of the national officers --</p> <p>3 Hedrick, Harris, Black, and Salas?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. What statements were made by Julie</p> <p>6 Hedrick to the APFA Board of Directors that you claim</p> <p>7 were defamatory?</p> <p>8 A. I cannot give you specifics right now. I</p> <p>9 don't have them in front of me.</p> <p>10 Q. Okay. Were those statements, to your</p> <p>11 understanding, in writing, or were they oral?</p> <p>12 A. Oral, I believe.</p> <p>13 Q. Spoken?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. When was --</p> <p>16 A. And let me back up here. I'm going to also</p> <p>17 add, in writing. Again, I don't have everything here in</p> <p>18 front of me. I don't want to say oral and then have</p> <p>19 something in writing.</p> <p>20 Q. Okay. What exact -- so you don't recall</p> <p>21 exactly what it is that Ms. Hedrick said to the board of</p> <p>22 directors that you claim was defamatory?</p> <p>23 A. Not -- no, I don't have it in front of me.</p> <p>24 Q. And do you know exactly what is it you're</p> <p>25 claiming that Mr. Harris said to the board of directors</p>	<p style="text-align: right;">86</p> <p>1 Q. Okay. Then, lastly, Mr. Salas. Do you have</p> <p>2 any recollection of what are the statements Mr. Salas</p> <p>3 made to the board of directors that you claim were</p> <p>4 defamatory?</p> <p>5 A. I don't have them in front of me right now.</p> <p>6 Q. That wasn't my question, whether you have them</p> <p>7 in front of you. My question is, do you recall what</p> <p>8 they are?</p> <p>9 A. And, again, I don't have them in front of me</p> <p>10 to tell you exactly what they are.</p> <p>11 Q. Okay. So the answer is right now you can't</p> <p>12 recall?</p> <p>13 A. No.</p> <p>14 Q. Okay. What would help you to recall what</p> <p>15 those statements were?</p> <p>16 A. I will have to go back and go through my notes</p> <p>17 and ...</p> <p>18 Q. Okay. Do you know -- have all your notes been</p> <p>19 produced in the course of this litigation to the</p> <p>20 defendants?</p> <p>21 A. I'm going to assume that they have.</p> <p>22 Q. Okay. So, if I look through all the documents</p> <p>23 that were produced, I might find those statements in</p> <p>24 your notes; is that right?</p> <p>25 A. You mean, like, my specific notes or --</p>
<p style="text-align: right;">85</p> <p>1 that you claim was defamatory?</p> <p>2 A. I'm going to give the same answer. I don't</p> <p>3 have it in front of me.</p> <p>4 Q. Okay. And for both those people you don't</p> <p>5 know when they made those statements; is that right?</p> <p>6 A. I cannot give you a date right here --</p> <p>7 Q. Okay.</p> <p>8 A. -- right now.</p> <p>9 Q. And for Josh Black it's your contention that</p> <p>10 he made statements to the board of directors that were</p> <p>11 defamatory?</p> <p>12 A. Again, my answer is yes.</p> <p>13 Q. Okay. And they were defamatory about you?</p> <p>14 A. Yes and no.</p> <p>15 Q. What do you mean, "yes and no"?</p> <p>16 A. Again, without having them here. But, if</p> <p>17 you're charging me with overpaying someone, as an</p> <p>18 example, and that not being true ...</p> <p>19 Q. Okay. So the defamation would be saying that</p> <p>20 you overpaid Mr. Ross?</p> <p>21 A. That could be interpreted that, yes.</p> <p>22 Q. Okay. And that's the overpayment that the</p> <p>23 arbitrator found was an overpayment, in the arbitrator's</p> <p>24 view, correct?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">87</p> <p>1 Q. Yeah, the notes you just testified you'd have</p> <p>2 to look back at your notes. I'm trying to figure out</p> <p>3 what it is I should look for.</p> <p>4 A. Well, I mean, all the papers we have from this</p> <p>5 case.</p> <p>6 Q. Okay. Now, you're aware that Mr. O'Neil had</p> <p>7 calculated overpayments -- overpayment amounts that you</p> <p>8 had paid to yourself, to Ms. Dunaway, and to Ms. Martin,</p> <p>9 right?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And each of you repaid those amounts,</p> <p>12 correct?</p> <p>13 A. I mean, I could speak for myself.</p> <p>14 Q. Okay.</p> <p>15 A. After being threatened with a lawsuit and</p> <p>16 saying that if I made the payments, APFA would not file</p> <p>17 a lawsuit against me, yes, I made payments.</p> <p>18 Q. Okay. And Mr. Gunter testified in his</p> <p>19 affidavit that you had -- you had made an overpayment to</p> <p>20 yourself, right?</p> <p>21 A. Yeah.</p> <p>22 Q. And that's an affidavit that you and your</p> <p>23 lawyer submitted to the Court in this case, right?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. And you're aware that Mr. O'Neil had</p>

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<p>88</p> <p>1 calculated an overpayment regarding the same issue</p> <p>2 regarding Mr. Ross?</p> <p>3 A. Not according to the memo that I read.</p> <p>4 Q. What about according to the charge attached to</p> <p>5 the memo? Did you ever see those?</p> <p>6 A. I don't know. I can't recall right now.</p> <p>7 Q. But you paid Mr. Ross on the same basis that</p> <p>8 you paid yourself, in terms of using SEA --</p> <p>9 A. And, again --</p> <p>10 Q. -- is that right?</p> <p>11 A. -- consulting with the accounting department.</p> <p>12 Q. You used the same formula for yourself, for</p> <p>13 Ms. Martin, Ms. Dunaway, and for Mr. Ross, right?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. I don't have any more questions about</p> <p>16 that right now.</p> <p>17 On February 2nd when you were being deposed</p> <p>18 in this case, you answered some questions about an</p> <p>19 Article VII proceeding in which you were a participant.</p> <p>20 Do you remember that?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. I'm sorry. Not the -- not the one that</p> <p>23 your -- not the one that's in this lawsuit. An earlier</p> <p>24 Article VII involving -- let me get the name right --</p> <p>25 Morales. Do you remember that?</p>	<p>90</p> <p>1 discipline?</p> <p>2 A. No.</p> <p>3 Q. You don't remember?</p> <p>4 A. No, no, he did not.</p> <p>5 Q. Okay. He was not disciplined in any way --</p> <p>6 A. No.</p> <p>7 Q. -- by the arbitrator? Okay. All right.</p> <p>8 Now, focusing on the time when you were a</p> <p>9 national officer -- so April 1st, 2016, to July 31st,</p> <p>10 2018 -- were you involved in any Article VII proceeding</p> <p>11 whatsoever in that time period?</p> <p>12 A. Okay. Can you define what you're trying to</p> <p>13 ask.</p> <p>14 Q. Okay.</p> <p>15 A. I'm not understanding you.</p> <p>16 Q. Okay. And you're familiar that the APFA</p> <p>17 Constitution has an Article VII?</p> <p>18 A. Yes.</p> <p>19 Q. And that Article VII involves the bringing of</p> <p>20 charges or potential discipline internally within the</p> <p>21 APFA?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And so my question is, while you were</p> <p>24 in national office in just that period of time,</p> <p>25 April 2016-July 2018, whether you were involved in any</p>
<p>89</p> <p>1 A. Yes.</p> <p>2 Q. Okay. So just to reset, reorient myself,</p> <p>3 Mr. Morales had charged you under Article VII with</p> <p>4 something, right?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Do you remember now, sitting here</p> <p>7 today, what those charges were about?</p> <p>8 A. I did not go back after that to review that.</p> <p>9 Q. Okay.</p> <p>10 A. Didn't know that I had to.</p> <p>11 Q. No, you didn't have to do anything. I'm just</p> <p>12 trying to know what you remember, sitting here today.</p> <p>13 Okay.</p> <p>14 And, after Mr. Morales had filed charges</p> <p>15 against you, you in turn filed charges against</p> <p>16 Mr. Morales. Do you remember that?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And do you remember today the outcome</p> <p>19 of your charges against him?</p> <p>20 A. Not completely. I cannot remember if it was</p> <p>21 dismissed, what exactly, no.</p> <p>22 Q. Okay. So you're not sure what happened with</p> <p>23 your charges against him?</p> <p>24 A. No.</p> <p>25 Q. Do you remember if he was issued any form of</p>	<p>91</p> <p>1 Article VII proceedings during that -- during your term</p> <p>2 of office.</p> <p>3 A. Okay. Are you asking me if I was sitting on</p> <p>4 the EC and proceeding -- and Article VII charges came</p> <p>5 forward?</p> <p>6 Q. No. Let me ask you first. Were you -- did</p> <p>7 anybody file charges against you in that time period?</p> <p>8 A. You just said Sam Morales did.</p> <p>9 Q. No. So while you were a national officer, the</p> <p>10 Morales charges took place then?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. I thought it was before. My apologies.</p> <p>13 Okay.</p> <p>14 So, other than the Morales proceedings, were</p> <p>15 you a party in any Article VII proceeding during your</p> <p>16 time in office?</p> <p>17 A. On the charges against Morales.</p> <p>18 Q. Other than that? Besides those?</p> <p>19 A. No.</p> <p>20 Q. Okay. You were -- in that time period again</p> <p>21 you were treasurer, right?</p> <p>22 A. Yes.</p> <p>23 Q. What's the treasurer's role -- or what was it</p> <p>24 at that time? What was the treasurer's role in</p> <p>25 administering the Article VII process?</p>

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<p style="text-align: right;">92</p> <p>1 A. Well, you are an EC member. Charges will come</p> <p>2 in front of you to check for three things: Timing --</p> <p>3 timeliness, specif -- they're specific, and there is</p> <p>4 another one. And I think valid might be the other one.</p> <p>5 Q. Okay. Okay. So as treasurer you sat on the</p> <p>6 Executive Committee?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And the Executive Committee has a role</p> <p>9 in the Article VII process?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And other than -- and I'm going to get</p> <p>12 to that in a second.</p> <p>13 Just as treasurer, forgetting about Executive</p> <p>14 Committee, does the treasurer play a role in the</p> <p>15 Article VII process other than when he or she is on the</p> <p>16 Executive Committee?</p> <p>17 A. When you say "play a role," can you be more</p> <p>18 specific.</p> <p>19 Q. Do you deal with the Article VII arbitrator as</p> <p>20 the treasurer?</p> <p>21 A. I'm not a hundred percent sure.</p> <p>22 Q. Okay. Do you deal with the parties to an</p> <p>23 Article VII arbitration, in terms of forwarding</p> <p>24 documents or having communications in connection with</p> <p>25 the Article VII?</p>	<p style="text-align: right;">94</p> <p>1 A. I cannot remember if there were.</p> <p>2 Q. Okay. Okay. Now, is it your understanding</p> <p>3 that under Article VII any member can file charges</p> <p>4 against any other member, if you know?</p> <p>5 A. I believe any member in good standing can file</p> <p>6 charges.</p> <p>7 Q. Fair enough. And I think you already</p> <p>8 testified to the Executive Committee's role in reviewing</p> <p>9 charges. Right?</p> <p>10 A. Yes.</p> <p>11 Q. And those charges are reviewed by the</p> <p>12 Executive Committee before they are sent to an</p> <p>13 Article VII arbitrator; is that right?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. So, if you had a proceeding -- let's</p> <p>16 just say the Morales proceeding. And I know you didn't</p> <p>17 vote. Okay. But, if Morales had charges against you,</p> <p>18 did the Executive Committee find them to be timely,</p> <p>19 specific, and valid?</p> <p>20 A. You said if he had. I mean --</p> <p>21 Q. He did. I'm sorry. When -- maybe I misspoke.</p> <p>22 Mr. Morales filed charges against you?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Those got referred to the Executive</p> <p>25 Committee?</p>
<p style="text-align: right;">93</p> <p>1 A. No.</p> <p>2 Q. Okay. All right. So just in terms of the</p> <p>3 Executive Committee role -- so as treasurer you're on</p> <p>4 the Executive Committee --</p> <p>5 A. Yes.</p> <p>6 Q. -- correct? Okay. Or you were.</p> <p>7 And the Executive Committee has a role when</p> <p>8 charges are filed by one member against another,</p> <p>9 correct?</p> <p>10 A. Correct.</p> <p>11 Q. And you listed three things that they do.</p> <p>12 They have to decide are charges timely, are they</p> <p>13 specific, or are they -- and are they valid, right?</p> <p>14 Okay.</p> <p>15 And during your time on the Executive</p> <p>16 Committee, did you participate in votes on Article VII</p> <p>17 charges that were brought by one member against another?</p> <p>18 A. I'm not a hundred percent sure if we had</p> <p>19 others besides the Morales. And, if I recall correctly,</p> <p>20 during the Morales, I recused myself from voting.</p> <p>21 Q. Sure. Of course.</p> <p>22 A. So I had no --</p> <p>23 Q. Okay. All right. So -- fair enough. But you</p> <p>24 don't remember, besides the Morales, if there were any</p> <p>25 others?</p>	<p style="text-align: right;">95</p> <p>1 A. Correct.</p> <p>2 Q. You recused yourself?</p> <p>3 A. Yes.</p> <p>4 Q. The Executive Committee voted. Were they</p> <p>5 timely, specific, and valid?</p> <p>6 A. I'm going to say yes because they went to an</p> <p>7 arbitrator.</p> <p>8 Q. Okay. Okay. They went to an arbitrator, and</p> <p>9 Mr. Morales did not win his arbitration against you?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. Then you filed charges against</p> <p>12 Mr. Morales?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And those charges went to the Executive</p> <p>15 Committee?</p> <p>16 A. Correct.</p> <p>17 Q. You recused yourself, I assume?</p> <p>18 A. I believe, yes.</p> <p>19 Q. And the Executive Committee found your charges</p> <p>20 to be timely, specific, and valid?</p> <p>21 A. Yes, because they went to the arbitrator.</p> <p>22 Q. They went to the arbitrator. Okay.</p> <p>23 And you're not sure what happened as a result</p> <p>24 in that arbitration?</p> <p>25 A. I just don't remember the exact word, if they</p>

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<p>96</p> <p>1 were dismissed, what it was, but Mr. Morales was not 2 found -- was not given any disciplinary action. 3 Q. Okay. Okay. 4 A. I guess I don't know if they were dismissed, 5 exactly what it was. 6 Q. Right. Okay. That's fair. All right. 7 Now, are you aware that under the APFA 8 Constitution, the Article VII arbitrator's decision is 9 considered final and binding? 10 A. Yes and no. 11 Q. Okay. Can you explain the "yes" and then 12 explain the "no." 13 A. I don't think the Constitution gives the 14 arbitrator -- arbitrator the right to take some 15 privileges away from members. 16 Q. Okay. If I wanted to figure that out, I might 17 look at Article VII -- 18 A. I'm sorry? 19 Q. -- to find out what is the authority of the 20 arbitrator, right? 21 A. Say it again. 22 Q. Okay. Article VII defines the authority of 23 the arbitrator, correct? 24 A. Uh-huh. 25 Q. Okay. So we can look at Article VII and find</p>	<p>98</p> <p>1 A. Yeah. 2 Q. Okay. So you had from November of 2020 to 3 September of 2021 in between knowing the charges and 4 having the hearing, right? 5 A. Yes. 6 Q. Okay. Okay. All right. And that was an 7 in-person hearing, correct? 8 A. Correct. 9 Q. Okay. And you had two people from APFA 10 representing you in that hearing, right? 11 A. When you say "two people from APFA" -- 12 Q. Two other APFA members representing you. 13 A. Yes. 14 Q. Sorry. Not -- they were not appointed by AFA 15 to represent you. You chose them yourself? 16 A. Not AFA. APFA. 17 Q. APFA. I'm sorry. 18 A. Yes. 19 Q. And one of those people that represented you 20 was Nena Martin, right? 21 A. Correct. 22 Q. Okay. And Ms. Martin had been a national 23 officer at the same time you were? 24 A. Yes. 25 Q. Okay. And she was familiar with all the</p>
<p>97</p> <p>1 out what is their authority, correct? 2 A. I guess. I mean, I don't have it in front of 3 me. But, yeah, I guess so. 4 Q. You've read Article VII, right, of the 5 Constitution? 6 A. Yes and no. I mean, I read it. I'm not a 7 hundred percent versed into it, but, yes. 8 Q. Okay. All right. Now, you're aware that 9 Melissa Chinery and Sandra Lee filed charges against you 10 on November 20th, 2020, right? 11 A. I mean, I can't remember the dates exactly, 12 but, yes, she did file charges against me. 13 Q. Okay. And that the charges were referred to 14 the Executive Committee of APFA, right? 15 A. Yes. 16 Q. Okay. And the APFA Executive Committee found 17 those charges to be timely, specific, and valid, 18 correct? 19 A. Yes. 20 Q. Okay. And those charges were then referred to 21 an Article VII arbitrator for resolution, right? 22 A. Yes. 23 Q. Okay. Now, the charges were filed in 24 November 2020, and you had a hearing over three days in 25 September 2021. Is that right?</p>	<p>99</p> <p>1 context and circumstances of Mr. Ross leaving, just like 2 you were aware of those circumstances, right? 3 A. I mean, I don't know how much Nena actually 4 knew. So ... 5 Q. What was her position in the -- when you were 6 national officers? 7 A. She was the vice president. After Ross left, 8 she became the president. 9 Q. All right. And you also -- so she -- she 10 became the president after Ross left, up until the point 11 of the election; is that right? 12 A. Whenever Ross left, she became the president. 13 Q. Okay. All right. So you had a former APFA 14 president and vice president representing you in the -- 15 in the hearing? That's Nena Martin? 16 A. Correct. 17 Q. And Heidi Morgan also represented you, right? 18 A. Yes. 19 Q. And what positions, to your knowledge, did 20 Heidi Morgan have within the Union before that time? 21 A. I know she was chair, base chair, regional 22 director. I mean, those are the ones I know for sure. 23 Q. Okay. All right. And just to talk about Nena 24 Martin for a second, did you know Nena Martin before you 25 both served as national officers?</p>

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<p style="text-align: right;">100</p> <p>1 A. We were both -- yes.</p> <p>2 Q. Okay.</p> <p>3 A. We were both board members.</p> <p>4 Q. Okay. So she had been on the board of</p> <p>5 directors, just like you had been on the board of</p> <p>6 directors, and you knew her in that capacity?</p> <p>7 A. Correct.</p> <p>8 Q. And was she flying out of the same base as</p> <p>9 you?</p> <p>10 A. No.</p> <p>11 Q. Okay. And how about Ms. Morgan? How did you</p> <p>12 come to know Ms. Morgan to begin with?</p> <p>13 A. Also from the board of directors.</p> <p>14 Q. Okay. All right. So both Ms. Martin and</p> <p>15 Ms. Morgan had previously been on the board of</p> <p>16 directors?</p> <p>17 A. Yes.</p> <p>18 Q. And Ms. Martin had been a national officer?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And, at the time of your arbitration,</p> <p>21 was either Ms. Martin or Ms. Morgan on the board of</p> <p>22 directors, if you know?</p> <p>23 A. I'm not a hundred percent sure.</p> <p>24 Q. Okay. Okay. All right. Why did you ask</p> <p>25 Ms. Martin to represent you?</p>	<p style="text-align: right;">102</p> <p>1 lawsuit, right?</p> <p>2 A. Can you define "supporting" me?</p> <p>3 Q. Well, she submitted at least one or more --</p> <p>4 one affidavit on your behalf in this lawsuit, right?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And you've also relied on affidavits,</p> <p>7 at least one from Ms. Morgan in this lawsuit, correct?</p> <p>8 A. If I recall correctly, yes.</p> <p>9 Q. All right. Did you think they did a good job</p> <p>10 representing you in your Article VII?</p> <p>11 A. If I have to redo it, I will choose those two</p> <p>12 person again.</p> <p>13 Q. Now, there was a transcript made of that</p> <p>14 arbitration, right?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And, during the course of that</p> <p>17 arbitration, Ms. Chinery and Ms. Lee put on witnesses to</p> <p>18 testify. Do you remember that?</p> <p>19 A. Yes.</p> <p>20 Q. And they submitted exhibits to the arbitrator,</p> <p>21 correct?</p> <p>22 A. Correct.</p> <p>23 Q. Okay. And your representatives, Ms. Martin</p> <p>24 and Ms. Morgan, cross-examined their witnesses that they</p> <p>25 put on, that Melissa and Sandra put on, right?</p>
<p style="text-align: right;">101</p> <p>1 A. I think that that's something personal. I</p> <p>2 don't have to answer that.</p> <p>3 Q. Let me just ask you again. Why did you ask</p> <p>4 Ms. Martin to represent you?</p> <p>5 A. And, again, I think that's something personal,</p> <p>6 and that's going to be -- personal reasons will be my</p> <p>7 answer, then.</p> <p>8 Q. Okay. What were the personal reasons?</p> <p>9 A. They're personal reasons.</p> <p>10 Q. Okay. I'm going to just ask you one more time</p> <p>11 if you could -- have to go to a judge on this topic.</p> <p>12 Can you tell me, please, what were the reasons</p> <p>13 why you asked Ms. Martin to represent you in your</p> <p>14 Article VII charges?</p> <p>15 A. Again, personal reasons.</p> <p>16 Q. What were the reasons you asked Ms. Morgan --</p> <p>17 MR. BARTOS: And just for the record, I'm</p> <p>18 going to object to that answer.</p> <p>19 Q. What were the reasons you asked Ms. Morgan</p> <p>20 to represent you in your -- in your Article VII</p> <p>21 arbitration?</p> <p>22 A. Personal reasons.</p> <p>23 MR. BARTOS: Okay. I'm going to object</p> <p>24 to that answer as well.</p> <p>25 Q. Ms. Martin is still supporting you in this</p>	<p style="text-align: right;">103</p> <p>1 A. I believe so, yes.</p> <p>2 Q. Okay. We could look at the transcript and</p> <p>3 find out, right? Is that right?</p> <p>4 A. I mean, yeah. If it happened, it would be</p> <p>5 there, yes.</p> <p>6 Q. Okay. And do you remember there were Joint</p> <p>7 exhibits that everybody agreed would be submitted?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And you recall that you put on</p> <p>10 witnesses in your own behalf, right?</p> <p>11 A. Correct.</p> <p>12 Q. Okay. And your witnesses included Marcus</p> <p>13 Gluth; is that right?</p> <p>14 A. Yes.</p> <p>15 Q. And Mr. Gluth was -- had been APFA president</p> <p>16 at one point, right?</p> <p>17 A. Yes.</p> <p>18 Q. And you put on Randy Trautman as a witness?</p> <p>19 A. Yes.</p> <p>20 Q. Mr. Trautman had been on the board of</p> <p>21 directors for a long time, right?</p> <p>22 A. Correct.</p> <p>23 Q. Okay. And you also put on Craig Gunter --</p> <p>24 A. Correct.</p> <p>25 Q. -- as a witness?</p>

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<p style="text-align: right;">104</p> <p>1 And he was a treasurer of APFA, right?</p> <p>2 A. Correct.</p> <p>3 Q. Was he the treasurer right after you were</p> <p>4 treasurer, or did somebody else?</p> <p>5 A. No. He was.</p> <p>6 Q. Okay. All right. So all three of those</p> <p>7 individuals testified on your behalf, right?</p> <p>8 A. Yes.</p> <p>9 Q. And you had other witnesses besides them; is</p> <p>10 that right?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And you in fact testified in your own</p> <p>13 defense?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. All right. Okay. And after the -- all</p> <p>16 the testimony was in, you -- do you recall that the</p> <p>17 parties agreed that they would file briefs, written</p> <p>18 briefs after the hearing?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And do you remember that Ms. Chinery</p> <p>21 and Ms. Lee filed a brief?</p> <p>22 A. Somebody did, yes.</p> <p>23 Q. Okay. Do you remember ever reading it?</p> <p>24 A. I cannot recall right now.</p> <p>25 Q. Okay. Okay. And do you remember that</p>	<p style="text-align: right;">106</p> <p>1 MS. PHILLIPS: -- your break looking at</p> <p>2 this? Spend your break looking at this, or do you want</p> <p>3 to take a minute, take a break?</p> <p>4 THE WITNESS: It is a lot to read, but I</p> <p>5 need to get this done over and with because I have other</p> <p>6 commitments. I have kids. So ...</p> <p>7 Q. Okay. Well, maybe you can answer the</p> <p>8 question. Is this the brief that was filed on your</p> <p>9 behalf?</p> <p>10 A. Well, I will have to go through it to see --</p> <p>11 Q. Okay.</p> <p>12 A. -- if it was or not.</p> <p>13 MR. BARTOS: Sure. Okay. Well, if you</p> <p>14 want to not take a break right now and go through it on</p> <p>15 the record, that's fine.</p> <p>16 A. With your understanding that I am not a</p> <p>17 hundred percent sure this is what I submitted, yes.</p> <p>18 Q. Okay. So you're not sure. Okay. All right.</p> <p>19 Well, why don't you look it over until you feel whether</p> <p>20 you can tell me it's what you submitted or not. We can</p> <p>21 do that on the record, or we can -- we can take a break</p> <p>22 and you can do it in the other room, if you'd like.</p> <p>23 A. (Reading document).</p> <p>24 Q. All right. Mr. Vargas, have you had a chance</p> <p>25 to read Exhibit 6?</p>
<p style="text-align: right;">105</p> <p>1 Ms. Martin and Ms. Morgan filed a brief on your behalf?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Do you remember -- did you read that?</p> <p>4 A. I'm going to say, yeah, I did, yeah.</p> <p>5 Q. Okay. Do you remember -- did you read it</p> <p>6 before it was filed?</p> <p>7 A. I'm going to assume that it was before.</p> <p>8 Q. Okay. I'd like to just mark as the next</p> <p>9 exhibit -- just mark this first and then --</p> <p>10 (Deposition Exhibit 6 marked)</p> <p>11 Q. Exhibit 6. Before you -- before you read it,</p> <p>12 Mr. Vargas, it's been about an hour and a half. I'm</p> <p>13 just going to ask you if this was in fact the brief that</p> <p>14 they filed. I want to give you a chance to look at it.</p> <p>15 It's many, many pages.</p> <p>16 MR. BARTOS: I would suggest that we give</p> <p>17 Mr. Vargas a chance to look at it and, if we're all</p> <p>18 agreeable, to take a pause and let him look at it and</p> <p>19 then have him answer the question of whether it's the</p> <p>20 brief that was filed in his behalf after we break. Is</p> <p>21 that acceptable?</p> <p>22 MS. PHILLIPS: It's acceptable to me. Is</p> <p>23 it acceptable to you, Eugenio? Do you want to spend --</p> <p>24 THE WITNESS: It all depends on one thing</p> <p>25 here.</p>	<p style="text-align: right;">107</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Is that the brief that Ms. Martin and</p> <p>3 Ms. Morgan filed on your behalf?</p> <p>4 A. I believe it is.</p> <p>5 Q. Okay.</p> <p>6 A. Not a hundred percent sure, but, yeah.</p> <p>7 Q. Okay. All right. They did a pretty good job,</p> <p>8 didn't they?</p> <p>9 A. Huh?</p> <p>10 Q. They did a good job?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Was there anything that you wanted</p> <p>13 included in there that they didn't include?</p> <p>14 A. I cannot think of anything right now.</p> <p>15 Q. Okay. Now, you -- you came to learn at some</p> <p>16 point that Mr. Ross had received a copy of the memo from</p> <p>17 Hal O'Neil that's been referred to as the confidential</p> <p>18 memo, right?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Was that after this brief was filed,</p> <p>21 Exhibit 6?</p> <p>22 A. I believe it was.</p> <p>23 Q. Okay. Was it before the decision was issued,</p> <p>24 the initial Article VII decision was issued for you?</p> <p>25 A. Can't recall exact date. But ...</p>

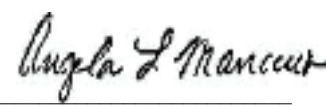
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<p style="text-align: right;">124</p> <p>1 When you brought the charges against</p> <p>2 Mr. Morales, that was you in your personal capacity as a</p> <p>3 Union member, right?</p> <p>4 A. I will have to go back and read exactly.</p> <p>5 Q. Is it your understanding today that you --</p> <p>6 A. I mean, it's a member, yes. So ...</p> <p>7 Q. Okay. But, when you brought charges, were you</p> <p>8 bringing them in your capacity as an APFA officer trying</p> <p>9 to -- with the resources of the Union or with your own</p> <p>10 resources?</p> <p>11 A. I -- oh, it was my own resources.</p> <p>12 Q. Okay. And it was your own charge? You filed</p> <p>13 the charges?</p> <p>14 A. Who else would file them --</p> <p>15 Q. Okay.</p> <p>16 A. -- if I didn't?</p> <p>17 Q. That's my question.</p> <p>18 A. Yeah.</p> <p>19 Q. Okay. The charges weren't filed by the Union;</p> <p>20 they were filed by you?</p> <p>21 A. Well, like I said, I would have to go back and</p> <p>22 read to see if I was filing on behalf of the Union or</p> <p>23 not. I don't remember the exact wording, if it said</p> <p>24 Eugenio Vargas as the APFA treasurer or if it was</p> <p>25 Eugenio Vargas as a member.</p>	<p style="text-align: right;">126</p> <p>1 Airlines?</p> <p>2 A. That's incorrect.</p> <p>3 Q. Not correct? You didn't have PA days?</p> <p>4 A. For two days.</p> <p>5 Q. Okay. For two days you did but not the third</p> <p>6 day?</p> <p>7 A. Not the third day.</p> <p>8 Q. Okay. All right. And isn't it correct that</p> <p>9 your hotel stay during the time of the hearing was paid</p> <p>10 for by APFA?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. So, when you write, "The costs of the</p> <p>13 hotel stay for myself and the witnesses, plus cost of</p> <p>14 daycare totaled \$1,842.05," the cost of the hotel stay</p> <p>15 for you was zero?</p> <p>16 A. Yeah. I mean, there was no -- not for me.</p> <p>17 Correct.</p> <p>18 Q. Okay.</p> <p>19 A. That's why I said I don't have the receipts to</p> <p>20 make sure that -- even though I say mine, it's not part</p> <p>21 of the calculation.</p> <p>22 MR. BARTOS: Okay. Okay. All right. I</p> <p>23 have nothing further.</p> <p>24 MS. PHILLIPS: I pass the witness. I</p> <p>25 don't have any questions.</p>
<p style="text-align: right;">125</p> <p>1 MR. BARTOS: Okay. All right. I think</p> <p>2 I'm about done. If we can, I think it would be most</p> <p>3 efficient if we took a few minutes for me just to make</p> <p>4 sure and then come back and hopefully I think I'll be</p> <p>5 done or will just have a minimal follow-up.</p> <p>6 MS. PHILLIPS: Yeah. Do you want to grab</p> <p>7 a bite to eat, maybe?</p> <p>8 MR. BARTOS: Sure. Let's go off the</p> <p>9 record.</p> <p>10 THE VIDEOGRAPHER: We're off record at</p> <p>11 11:51 a.m.</p> <p>12 (Recess from 11:51 a.m. to 12:54 p.m.)</p> <p>13 THE VIDEOGRAPHER: We're back on the</p> <p>14 record at 12:54 p.m.</p> <p>15 BY MR. BARTOS:</p> <p>16 Q. Mr. Vargas, if you could put in front of</p> <p>17 you Exhibit 7, your affidavit, and turn again to</p> <p>18 paragraph 15. Do you see that, sir?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And there is a reference in</p> <p>21 paragraph 15, a sentence that says, "Daily pay rate is</p> <p>22 \$341.25." Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. Isn't it correct that you were paid that</p> <p>25 amount for each of your days of your hearing by American</p>	<p style="text-align: right;">127</p> <p>1 MR. BARTOS: Okay.</p> <p>2 THE REPORTER: Before we go off,</p> <p>3 Ms. Phillips, would you state on the record if</p> <p>4 Mr. Vargas is going to read and sign his transcript.</p> <p>5 MS. PHILLIPS: I think we are going to</p> <p>6 need some time to read and sign the transcripts. Can we</p> <p>7 take the transcript with us to read and sign it?</p> <p>8 THE REPORTER: I just need you to state</p> <p>9 if he wants to read it.</p> <p>10 MS. PHILLIPS: We'll read and sign the</p> <p>11 transcript, yes.</p> <p>12 THE REPORTER: And when I have it done, I</p> <p>13 will send it to you.</p> <p>14 MS. PHILLIPS: Yes. That's fine. Yes.</p> <p>15 MR. BARTOS: We're off the record, then.</p> <p>16 THE VIDEOGRAPHER: We're off the record</p> <p>17 at 12:56 p.m.</p> <p>18 (Proceedings adjourned at 12:56 p.m.)</p> <p>19 (Per Federal Rule of Civil Procedure</p> <p>20 30(e)(1), signature was requested by</p> <p>21 Counsel for the Witness before completion</p> <p>22 of the deposition)</p> <p>23</p> <p>24</p> <p>25</p>

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<p style="text-align: right;">128</p> <p>1 CHANGES AND SIGNATURE</p> <p>2 WITNESS NAME: EUGENIO VARGAS, VOLUME 2</p> <p>DEPOSITION DATE: MARCH 8, 2024</p> <p>3 PAGELINE CHANGE/REASON</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 I, EUGENIO VARGAS, have read the foregoing</p> <p>25 deposition and hereby affix my signature that same is</p>	<p style="text-align: right;">130</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>FOR THE NORTHERN DISTRICT OF TEXAS</p> <p>2 FORT WORTH DIVISION</p> <p>3 ROBERT (BOB) ROSS §</p> <p>§</p> <p>4 VS. § ACTION NO. 4:22-CV-343-Y</p> <p>§</p> <p>5 ASSOCIATION OF §</p> <p>PROFESSIONAL FLIGHT §</p> <p>6 ATTENDANTS, ET AL. §</p> <p>§</p> <p>7 AND §</p> <p>§</p> <p>8 EUGENIO VARGAS §</p> <p>§</p> <p>9 VS. § ACTION NO. 4:22-CV-430-Y</p> <p>§</p> <p>10 ASSOCIATION OF §</p> <p>PROFESSIONAL FLIGHT §</p> <p>11 ATTENDANTS, ET AL. §</p> <p>12 REPORTER'S CERTIFICATION</p> <p>13 VIDEOTAPED ORAL DEPOSITION OF EUGENIO VARGAS</p> <p>14 VOLUME 2</p> <p>15 MARCH 8, 2024</p> <p>16 I, Angela L. Mancuso, Certified Shorthand Reporter</p> <p>17 in and for the State of Texas, hereby certify to the</p> <p>18 following:</p> <p>19 That the witness, EUGENIO VARGAS was duly sworn by</p> <p>20 the officer and that the transcript of the oral</p> <p>21 deposition is a true record of the testimony given by</p> <p>22 the witness;</p> <p>23 That the original deposition was delivered to</p> <p>24 Ms. Kerri Phillips for examination and signature by the</p> <p>25 witness;</p>
<p style="text-align: right;">129</p> <p>1 true and correct, except as noted above.</p> <p>2</p> <p>3 _____</p> <p>SIGNATURE OF WITNESS</p> <p>4 STATE OF _____ x</p> <p>5 COUNTY OF _____ x</p> <p>6</p> <p>7 Before me, _____, on this day</p> <p>8 personally appeared EUGENIO VARGAS, known to me (or</p> <p>9 proved to me under oath or through _____)</p> <p>10 (description of identity card or other document) to be</p> <p>11 the person whose name is subscribed to the foregoing</p> <p>12 instrument and acknowledged to me that they executed the</p> <p>13 same for the purposes and consideration therein</p> <p>14 expressed.</p> <p>15 GIVEN UNDER MY HAND AND SEAL of office this</p> <p>16 _____ day of _____, 2024.</p> <p>17</p> <p>18</p> <p>19</p> <p>20 (Seal) _____</p> <p>Notary Public in and for the</p> <p>21 State of _____.</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">131</p> <p>1 That the time used by the parties is as follows:</p> <p>2 MS. KERRI PHILLIPS: 0 minutes</p> <p>3 MR. JEFFREY A. BARTOS: 2 hours, 16 minutes</p> <p>4 I further certify that pursuant to FRCP Rule</p> <p>5 30(e)(1) that the signature of the deponent was</p> <p>6 requested by the Counsel for the deponent before the</p> <p>7 completion of the deposition and that the signature is</p> <p>8 to be before any notary public and returned within</p> <p>9 30 days from date of receipt of the transcript. If</p> <p>10 returned, the attached Changes and Signature page</p> <p>11 contains any changes and the reasons therefor.</p> <p>12 I further certify that I am neither attorney or</p> <p>13 counsel for, nor related to or employed by, any of the</p> <p>14 parties to the action in which this deposition is taken,</p> <p>15 and further that I am not a relative or employee of any</p> <p>16 attorney or counsel employed by the parties hereto, or</p> <p>17 financially interested in the action.</p> <p>18 Certified to by me on this the 13th day of March,</p> <p>19 2024.</p> <p>20</p> <p>21</p> <p style="text-align: right;"></p> <p>22 ANGELA L. MANCUSO, CSR 4514</p> <p>Expiration Date: 10/31/24</p> <p>23 Stryker Reporting</p> <p>Firm Registration No. 806</p> <p>24 1450 Hughes Road, Suite 230</p> <p>Grapevine, Texas 76051</p> <p>25 (817) 494-0700</p>



MARCH 14, 2024

Mr. Jeffrey A. Bartos, Esq.
Guerrieri, Bartos & Roma, PC
1900 M Street, N.W., Suite 700
Washington, D.C. 20036

RE: Civil Action No. 4:22-cv-430-Y; Eugenio Vargas vs. Association of Professional Flight Attendants, et al.

Dear Mr. Bartos:

Attached please find the errata page to the deposition of **Eugenio Vargas**, which was received in our office on March 2, 2024.

The original transcript has not been returned.

By copy of this letter, I am serving all parties through their counsel with a copy of the executed errata page.

Best regards,

A handwritten signature in blue ink, appearing to read "Tracy J. Kirkey".

Tracy J. Kirkey
production@strykerreporting.com

cc: Ms. Kerri Phillips, Esq.
Ms. Charlette L. Broderick, Esq.

Eugenio Vargas

2/2/2024

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CHANGES AND SIGNATURE

WITNESS NAME: EUGENIO VARGAS, VOLUME 1

DEPOSITION DATE: FEBRUARY 2, 2024

PAGELINE CHANGE/REASON

24/4 "With help, yes. Rena and I calculated payments made to Mr. Ross under his agreement." /question not clear

24/10 "With input, yes. Rene and I discussed how to calculate Bob's payment under the agreement. I made calculations and Rene reviewed and approve my calculations separately." /question not clear

29/5 "long. No, don't remember." /question was confusing, did not understand the question

29/9 "I remember getting letters? no." /confusing question

33/17 "Yes, APFA threatened to sue me, told me if I signed and paid, they would release me." /questions confused and stressed me

I, EUGENIO VARGAS, have read the foregoing deposition and hereby affix my signature that same is

Eugenio Vargas

2/2/2024

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true and correct, except as noted above.

Eugenio Vargas

SIGNATURE OF WITNESS

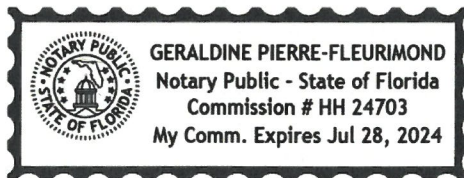
STATE OF Texas x

Eugenio Vargas

COUNTY OF Tarrant x

Before me, Geraldine Pierre-Fleurimond, on this day personally appeared EUGENIO VARGAS, known to me (or proved to me under oath or through TX Driver's Lic) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 2nd day of March, 2024.



(Seal)

Geraldine Pierre-Fleurimond

[Signature]

Notary Public in and for the State of Florida St Lucie County

This notarial act was an online notarization



APRIL 5, 2024

Jeffrey A. Bartos, Esq.
Guerrieri, Bartos & Roma, P.C.
1900 M Street, N.W., Suite 700
Washington, D.C. 20036

Re: Civil Action No. 4:22-cv-430-Y; Eugenio Vargas vs. Association of Professional Flight Attendants, et al.

Dear Mr. Bartos,

Enclosed please find the original transcript to the deposition of Eugenio Vargas, Vol. 2, taken March 8, 2024. It was received in our office on April 4, 2024, and has been sealed by Stryker Reporting Services according to Rule 30(f)(1) of the Federal Rules of Civil Procedure.

By copy of this letter, I am serving all parties with a copy of the errata page.

The originals will be retained by you for safekeeping and use at trial.

Please do not hesitate to contact our office should you have any questions or concerns.

Best regards,

A handwritten signature in blue ink, appearing to read "Renee L. Barrett".

Renee L. Barrett
renee@strykerreporting.com

cc: Ms. Kerri Phillips, Esq.
Ms. Charlette L. Broderick, Esq.

Eugenio Vargas, Vol. 2

3/8/2024

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CHANGES AND SIGNATURE

WITNESS NAME: EUGENIO VARGAS, VOLUME 2
 DEPOSITION DATE: MARCH 8, 2024
 PAGELINE CHANGE/REASON

p. 71/line 21 - Susan Bender – change to Margot Nikitas – Mistaken Name Later recalled
 p. 71/ line 2-3 – Clarification - APFA claims that Hal O'Neil determined Ross was overpaid under the Transition Agreement. – CLARIFICATION OF STATEMENT based on English is not my primary language and this was confusing phrasing.
 p. 72/ line 12 – No, Ms. Nikitas. Mistaken Name Later recalled.
 p. 74/line 6 – Strike "Clue" Substitute "key". This is the incorrect word he said the word "key" or "important"
 p. 76/ line 13 – No, it was Ms. Nikitas – Wrong Name recalled at the time.
 p. 77/ line 13 – – Later recollection of additional statements - "That I overpaid Ross, that the accounting firm determined this, that the Board of directors determined this, but I don't remember it all."
 p. 77/ line 20 -21 – Later recollection of additional parties - A. "The -- I forgot the name -- the firm's name, but it's the debt collector that APFA uses. –ADD– Also, false statements were made to the EC, the BOD and the Arbitrator."
 p. 77/ line 24 clarification - "yes, and others"
 p. 78/lines 7-9: clarification based on ESOL "A. "That the O'Neil firm, company, said that Ross was overpaid under the Transition Agreement based on the wrong per diem used and that the BOD found he was overpaid."
 p. 78/lines 14: Clarification based on ESOL – substitute "letter" for the words "Confidential Memo"
 p. 78/lines 16: Clarification – substitute "APFA" for the words "National Officers and Counsel"
 p. 80/lines 7-9: Clarification: "A. "That the O'Neil firm, company, said that Ross was overpaid under the Transition Agreement based on the wrong per diem used and that the BOD found he was overpaid."
 p. 80/14: That the O'Neil firm, company, said that Ross was overpaid under the Transition Agreement based on the wrong per diem used and that the BOD found he was overpaid and now Ross owes APFA for an overpayment made under the Transition Agreement by Vargas based on improper calculations made by Vargas./ Clarification
 p. 82p. 3-4 clarification "That Bob was overpaid under the Transition Agreement."
 p. 83/line13 – According to Hal O'Neil's information, yes, and many other were told including the Board of Directors, the Executive Committee, and the Arbitrator. Clarification
 p. 96/line 24 – uh-huh, but I am not a lawyer /Clarification
 p. 97/line 2-3 – I am not an expert on APFA Constitution and I am not a lawyer. /Clarification
 p. 107/ line 14 – I would have preferred the evidence that the National Officers withheld from the BOD, the EC, and the Arbitrator during Harris's testimony, not to mention the affidavits that could not be submitted." /Clarification
 p. 108/line 12-14 clarification for the record– "yes, but the Arbitrator was represented by counsel and did not communicate with my representatives after the filing of my case. I was not allowed the chance to talk to the Arbitrator once my case was filed, and my attorneys were not allowed to talk to the Arbitrator either since he was represented by APFA's lawyers, and my representatives were no longer copied on any communications only my lawyers were copied and not able to reply to the Arbitrator since he was represented by lawyers for APFA. So after the initial award, I did not get to argue to the Arbitrator any longer." /Clarification

I, EUGENIO VARGAS, have read the foregoing
 deposition and hereby affix my signature that same is

Eugenio Vargas, Vol. 2

3/8/2024

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1 true and correct, except as noted above.

2
3
4 STATE OF TEXAS x

5 COUNTY OF ROCKWALL x

Eugenio Vargas

SIGNATURE OF WITNESS

County of Rockwall, State of Texas. Signer(s): Eugenio Vargas, appeared with Texas DL, as identification along with multi-factor KBA authentication, during this audio/video recorded remote online notarization.

6
7 Before me, Sonia Platz, on this day
8 personally appeared EUGENIO VARGAS, known to me (or
9 proved to me under oath or through Texas DL)
10 (description of identity card or other document) to be
11 the person whose name is subscribed to the foregoing
12 instrument and acknowledged to me that they executed the
13 same for the purposes and consideration therein
14 expressed.

15 GIVEN UNDER MY HAND AND SEAL of office this
16 1st day of April, 2024.

17 Sworn to or affirmed and subscribed before me.

18
19
20 (Seal)

Sonia Platz

Notary Public in and for the
State of Texas.

